



ARK-TEX COUNCIL OF GOVERNMENTS

HOUSING CHOICE VOUCHER PROGRAM
ADMINISTRATIVE PLAN

EFFECTIVE JUNE 1, 2014



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SECTION I: INTRODUCTION

Administration of the Housing Programs and the functions and responsibilities of the Ark-Tex Council of Governments Housing staff shall be in compliance with the Ark-Tex Council of Governments Policies and Procedures Manual. All Federal, State and local housing laws will be followed and the PHA will comply with the U. S. Department of Housing and Urban Development Housing Assistance Plan and Fair Housing Regulations.

A. PURPOSE OF THIS PLAN

The overall plan for the Section 8 Housing Choice Voucher Program is designed to achieve four major objectives:

1. To provide improved living conditions for low-income families while maintaining their rent payments at an affordable level.
2. To promote freedom of housing choice and spatial de-concentration of low 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 low income families by offering timely assistance payments and counseling to tenants on obligations under their lease.

The purpose of the Administrative Plan is to establish policies for matters which the Housing Agency has discretion to establish local policies and which are not covered under Federal regulation for the Section 8 Housing Choice Voucher Program.

The Plan covers both admission and continued participation in this program.

The Board of Directors of the Ark-Tex Council of Governments must approve changes to the Plan with a copy sent to the Department of Housing and Urban Development (HUD).

The Ark-Tex Council of Governments 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.

B. LEGAL JURISDICTION

Typically the PHA's legal jurisdiction is within the boundaries of the Texas Counties of Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River, Titus, Upshur and Wood.

Under statutory portability regulation, the PHA is not required to administer a Section 8 voucher outside of these counties if the voucher holder moves to an area in Texas where there is no housing agency with jurisdiction.

SECTION II: FAIR HOUSING POLICY - ASSISTING FAMILIES CLAIMING DISCRIMINATION

It is the policy of the Ark-Tex Council of Governments (hereinafter referred to as the PHA) to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Specifically, the PHA shall not, on account of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, deny any family or individual the opportunity to

apply for or receive assistance under HUD's Section 8 Housing Choice Voucher Program, within the requirements and regulations of HUD.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal, State, and local information to Voucher holders regarding "discrimination" and any recourse 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 holder's packet. In addition, any family that claims illegal discrimination has prevented the family from leasing a suitable unit will also be given the Fair Housing Information and Discrimination Complaint Forms and assistance in filing the forms if needed. If appropriate and requested by the family, the Housing agency may contact the owner or landlord to help negotiate a lease.

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

To encourage participation by owners of suitable housing located outside areas of low income or minority concentration, the PHA may offer exception rents or higher subsidy standards. The PHA will also contact those owners and promote the rental assistance program as needed.

SECTION III: PRIVACY RIGHTS – FAMILY INFORMATION TO PROSPECTIVE LANDLORDS

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 participant and owner information.

The PHA's policy regarding release of information is:

1. To release pertinent client information only in accordance with the signed "blanket" release
2. To release information on amounts owed to the PHA for claims paid and not reimbursed by client where there is no current Repayment Agreement in effect
3. To release information on amounts owed to the PHA for prior overpayment of assistance where there is no current Repayment Agreement in effect
4. To furnish prospective landlords the family's current address (as shown in the PHA records)
5. To furnish the name and address (if known to the PHA) of the landlord at the family's current and prior address
6. Information in the PHA possession about the tenancy history of family members.
7. Information in the PHA possession about drug-trafficking by family members.

SECTION IV: OUTREACH PROCEDURES

A. FAMILY OUTREACH

The PHA continues to publicize and disseminate information, as needed, concerning the availability and nature of housing assistance for 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 Low Income families, unless application taking has been suspended according to HUD regulations or the waiting list is so large as to use more than one year to assist all families on the list.

Notice requirements must:

1. Advise families that applications will be taken at the designated office;
2. Briefly describe the Section 8 program.

To reach persons who cannot read the newspaper, the PHA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

B. OWNER OUTREACH

The PHA issues public invitations to owners as needed to make dwelling units available for leasing by eligible families. On a continuing basis, the PHA will welcome the participation of owners of decent, safe, and sanitary housing units.

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 where rents are possibly within reach of the Fair Market Rent and Payment Standards including exception Payment Standards. Program requirements are explained and printed material is offered to acquaint the owner/manager with the opportunities available under the program.
2. The PHA will specifically target those property owners and managers who have rental units located outside areas of low income or minority concentration for personal contacts and invitations to any meetings encouraging landlord participation.
3. The PHA maintains a list of interested landlords for the Section 8 Program and updates this list as needed. As inquiries from prospective new owners are called in, program staff records the necessary information on units and makes it available to prospective participants upon request.
4. As an effort to expand housing choice, the PHA may offer to conduct HQS inspections on potential new rental units to the program without a request for lease approval submitted.

SECTION V: ELIGIBILITY FOR ADMISSION

Applicants who are discovered or determined by the PHA to be ineligible for admission, may not remain on the waiting list until eligible, and will be notified of their ineligibility as soon as possible after it is discovered or determined.

To be eligible for admission, an applicant must meet HUD's criteria for eligibility determination, as well as any additional criteria established by the PHA. HUD has five factors for eligibility:

1. Family Composition
2. Income Limits
3. Provision of Social Security Numbers
4. Signature of consent forms for income & wage and claim information
5. Citizenship and eligible immigration status

The Family's initial eligibility for placement on the waiting list will be made in accordance with the following factors and will not be verified until selection from the application pool for a Voucher is made.

A. FAMILY COMPOSITION / DEFINITION

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

1. Two or more persons related by blood, marriage, or by operation of law. 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); who live regularly together (not less than six months) as a single household in a dwelling unit. By definition, a family must contain a competent adult of at least 18 years of age or a person that has been relieved of the disability of non-age by court action (sometimes referred to as Majority papers) to enter into a contract and capable of functioning as the head of the household. If an individual qualifies under the definition of family by being married, the head of household and the spouse must be parties to the lease. There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility.
2. A Single Person defined as a person living alone or intending to live alone.
3. Remaining member of a participant family currently receiving rental assistance from the PHA.

Live-In Aide:

A Family may include a live-in aide who:

1. Has been determined by the PHA to be essential to the care and well-being of the elderly, handicapped or disabled family member; and
2. Is not obligated for the support of the elderly, handicapped or disabled member; and
3. Would not be living in the unit except to provide care of the elderly, handicapped or disabled family member; and
4. Whose income will not be counted for purposes of determining eligibility or rent; and
5. Who may not be considered the remaining member of the participant family

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

A live-in aide with a child to attend a sole occupant is not qualified as a live-in aide, since the child is not needed to attend the elderly, handicapped or disabled individual, unless the child meets the family definition.

The presence of a live-in aide's child detracts from the previously mentioned provision (that a live-in aide would not be living in the unit except to provide supportive services to the resident) in that the live-in aide would also be needed to provide necessary care for the child.

Live-in aides cannot be the remaining member of the participant family if the person they are attending is no longer a participant on the Section 8 Housing Choice Voucher Program.

B. INCOME LIMITATIONS

For issuance of a Voucher, annual income of an applicant family, as verified within 60 days of issuance, shall not exceed the Very Low Income Limit as established by HUD and published in the Federal Register.

The annual income (gross income) of an applicant family is used both for determination of income-eligibility under this paragraph, and for targeting under paragraph B 3 (a) of this section.

The applicable income limit for issuance of a voucher when a family is selected for the program is the highest income limit (for the family unit size) for areas in the PHA jurisdiction. The applicable income limit for admission to the program is the income limit for the area where the family is initially assisted in the program.

The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

1. Exceptions to Very Low-Income Limit:

An applicant family as established by HUD may be issued a voucher if it has been verified that within 60 days of issuance it is:

- (a) a low-income family “continuously assisted” under the 1937 Housing Act: or
- (b) a low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511; or
- (c) a non-purchasing low-income family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project. (Section 8(o)(4)(D) of the 1937 Act (42 U.S.C. 1437f(o)(4)(D)); or
- (d) a non-purchasing low-income family residing in a project subject to a homeownership program under 24 CFR 248.173; or
- (e) a low-income or moderate-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.101.

2. Continuously Assisted:

- (a) To be considered continuously assisted the family must not have been terminated from the housing program for action or inaction of the family.
- (b) The assistance received has to have been within the past immediate 60 days.

3. Income-targeting:

- (a) Not less than 75 percent of the families admitted to a PHA's tenant-based voucher program during the PHA fiscal year shall be targeted to families whose annual income does not exceed the following amounts as determined by HUD:
 - (i) 30 percent of the area median income, with adjustments for smaller and larger families; or
 - (ii) A higher or lower percent of the area median income, if HUD determines that a higher or lower percent is necessary because of unusually high or low family incomes.
- (b) Conversion of assistance for a participant in the PHA certificate program to assistance in the PHA voucher program does not count as an 'admission,' and is not subject to targeting under paragraph B 3 (a) of this section.
- (c) Admission of families as described in paragraphs B 1 (a) or B 1 (e) of this section is not subject to targeting under paragraph B 3 (a) of this section.
- (d) If two or more PHA's that administer section 8 tenant-based assistance have an identical jurisdiction, such PHA's shall be treated as a single PHA for purposes of targeting under paragraph B 3 (a) of this section. In such a case, the PHA's shall cooperate to assure that aggregate admissions by such PHA's comply with the targeting requirement. If such PHA's do not have a single fiscal year, HUD will determine which PHA's fiscal year is used for this purpose.

C. 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, his or her parent or guardian must execute the certification. If the participant who has signed a certification form obtains a Social Security Number, it must be disclosed at the next regularly scheduled income reexamination.

Verification will be accomplished through the provision of a valid Social Security card issued by the Social Security Administration. Alternate verification may be a Social Security Number computer query from the Social Security office. Telephone verification from the Department of Human Services data-com will be accepted until a Social Security Number computer query or valid card can be obtained.

Per HUD regulations, no copies of social security cards will be accepted.

Applicants may not become participants until the documentation is provided. The applicant will retain their position on the waiting list during this period.

D. MANDATORY SUBMISSION OF SIGNED CONSENT FORMS

Each member of an applicant family who is at least 18 years of age, including the family head and spouse regardless of age, are required to sign and submit consent forms authorizing:

1. HUD, the PHA, or the owner to verify employee income information; and
2. HUD or the PHA to request a State Wage Information Collection Agency (SWICA) to release wage and claim information.

The failure of any person to sign these consent forms constitutes grounds for denial of eligibility.

E. CITIZENSHIP AND ELIGIBLE IMMIGRATION STATUS

All members of an applicant family must contend/not contend one of the following as defined in 24 CFR 812:

1. Contend to have citizen status
2. Contend to have noncitizen with eligible immigration status
3. Not contend noncitizen eligible immigration status

Evidence of citizenship or eligible immigration status must be provided as described in 24 CFR 812.6. Applicant families must identify all members who elect not to contend to have citizen or eligible immigration status.

If no member of an applicant family is a citizen or noncitizen with eligible immigration status, the family is not eligible for any assistance.

If otherwise eligible, and the family has some members who are citizens or noncitizens with eligible immigration status and some members who elect not to contend eligible immigration status, the family may be eligible for prorated assistance as described in 24 CFR 812.11

A noncitizen student and the noncitizen spouse of the noncitizen student and their minor children as defined in 24 CFR 812.2 are not eligible for any assistance, prorated or otherwise. However, this restriction does not extend to the citizen spouse of the noncitizen student and children of the citizen spouse and the noncitizen student.

F. GROUNDS FOR DENIAL OF PROGRAM ASSISTANCE

Denial of assistance for an applicant may include any of the following:

1. Denying listing on the waiting list,
2. Denying or withdrawing a voucher,
3. Refusing to enter into a HAP contract or approve a lease; and
4. Refusing to process or provide assistance under portability procedures.

When denying a family for violations or amounts owed from previous participation in a Federal housing program, any family member who was an adult during the previous participation is considered responsible for those violations or amounts owed.

The PHA may at any time deny program assistance for an applicant for any of the following grounds:

1. If the family violated any family obligations under the program.
2. If any member of the family has been evicted from public housing.
3. If any Housing Authority or Agency has ever terminated assistance under the certificate or voucher program for any member of the family.
4. If any member of the family commits drug-related criminal activity, or violent criminal activity.
5. If any member of the family commits fraud, bribery or any other corrupt or criminal activity, or violent criminal activity.
6. If the family currently owes rent or other amounts to the PHA or to another Housing Authority or Agency in connection with Section 8 or public housing assistance under the 1937 act.
7. If the family has not reimbursed any Housing Authority or Agency for amounts paid to an owner under HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
8. If the family breaches an agreement with the PHA to pay amounts owed to any Housing Authority or Agency, or amounts paid to an owner by any Housing Authority or Agency.
9. If a family participating in the Family Self Sufficiency (FSS) program fails to comply, without good cause, with the family's FSS contract of participation.
10. If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

Requirement to sign consent forms

The PHA **must** deny assistance if any member of the family fails to sign and submit consent forms for obtaining information.

Sex Offenders

PHA shall permanently deny admission to Families if a member is required to register as a lifetime sex offender. PHA will use the services of state and private agencies to check national registers to ensure that such sex offenders are not admitted to the program.

Restriction on assistance to noncitizens

Under certain circumstances stated in 24 CFR 812.9, the PHA **must** deny assistance if a family member does not establish citizenship or eligible immigration status.

G. TERMS OF DENIAL OF PROGRAM ASSISTANCE

For amounts owed to this PHA or any other Housing Agency, the denial of assistance will be continuous until the entire debt is paid in full. An applicant **cannot** remain on the wait list while the debt is being paid.

For violation of a family obligation under its Certificate of Family Participation or Housing Voucher including the prohibition of drug-related or violent criminal activity, denial of assistance will be a period of ten years from the date of termination from the Section 8 Program. Since all participants are thoroughly briefed on family obligations, before and during their participation, we hold those who have violated the family obligations to a longer period of denial, than those applicants who have never been participants.

During a period of ten years from the date of eviction, the PHA will not admit a family to the program if any member of the family has been evicted from federally assisted housing for serious violation of the lease.

During a period of ten years from the date of the act, the PHA will not admit a family to the program if any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

During a period of three years from the date of the behavior, the PHA will not admit a family to the program, if any member of the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

During a period of three years from the date of termination, the PHA will not admit a family to the program, if any member of the family failed to comply, without good cause, with the family's FSS contract of participation.

Except for the illegal use, or possession for personal use of a controlled substance as stated below, during a period of three years from the date of criminal activity, any family member must not have engaged in drug-related criminal activity or violent criminal activity.

Drug-related criminal activity means one of the following:

1. Drug-trafficking defined as the illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802));
2. 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)), except that such use or possession must have occurred within one year before the date that the PHA provides notice to an applicant of the PHA's determination to deny admission. Drug-related criminal activity does not include this use or possession, if the family member can demonstrate that he or she:
 - (a) Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and
 - (b) Is recovering or has recovered from such addiction and does not currently use or possess controlled substances.

Violent criminal activity includes any illegal criminal activity that has one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

PHA may deny assistance if the preponderance of evidence indicates that a family member has engaged in drug-related or violent criminal activity, *regardless of whether the family member has been arrested or convicted.*

H. SCREENING FOR SUITABILITY OF TENANT

The PHA may not deny assistance in the Section 8 voucher program for factors that relate to the suitability of the applicant family as tenants, except for those factors defined under drug-related or violent criminal activity.

PHA option and owner responsibility

Except for those factors defined under drug-related, violent criminal activity or sex offences, the PHA opts not to screen family behavior or suitability for tenancy. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner.

SECTION VI: APPLYING FOR ADMISSION

A. GENERAL POLICY

Applications are taken to compile a Record of Applicants/County Wide Waiting List for all Rental Assistance programs administered by the PHA. This is a separate waiting list for all counties within its jurisdiction. Applicants must list only one county of preference and, if eligible, will be served in that county.

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

B. ACCEPTANCE OF PERSONAL DECLARATION FORMS

Personal declaration forms may be completed in person at the Ark-Tex Council of Governments office during published times while the waiting list is open, or anytime online while the waiting list is open. Individuals who have a physical impairment that would prevent them from making application in person may call the PHA to make special arrangements to complete their personal declaration form.

Any family requesting a personal declaration form will be given the opportunity to complete one regardless of race, color, religion, sex, national origin, age, handicap or familial status, as long as the waiting list is open and the PHA is accepting personal declaration form.

C. PERSONAL DECLARATION FORM PROCEDURES

The PHA will utilize a basic personal declaration form. The information is to be filled out directly by the applicant whenever possible.

The purpose of the personal declaration form is to preliminarily assess family eligibility or ineligibility and to determine placement in the applicant pool.

The personal declaration form will contain this basic type of information:

1. Names and ages and Social Security numbers of all family members who are expected to reside in the assisted if selected.
2. Race & ethnicity of family.
3. Sex and relationship of members.
4. Address and telephone numbers

Notification of the requirement to submit evidence of citizenship or eligible immigration status or to elect not to contend that one has eligible immigration status shall be presented with the personal declaration form in the form described in 24 CFR 912.6 and, when feasible, in a language that is understood by the applicant if not proficient in English.

Once the personal declaration form is complete, the PHA staff, which is thoroughly acquainted with the eligibility criteria, will assess the applicant's eligibility or ineligibility based on the unverified information provided.

The information on the form will not be verified until the applicant has been selected from the personal declaration form pool for final processing. Final eligibility will be determined when the full application process is completed and verified.

Applicants are responsible for informing the PHA of changes in family circumstances (including income and address) and are responsible for responding to requests from the PHA to update personal declaration forms. Refusal to provide information may result in the applicant being removed from the personal declaration form pool.

D. NOTIFICATION OF PRELIMINARY ELIGIBILITY STATUS

Based on the information on the personal declaration form, if the family is preliminarily determined eligible, the applicant will be informed of the probable date their name will be reached to receive assistance. The PHA communication will in no way lead applicants to believe that the estimated date of assistance is exact, but will stress that the estimated date of assistance is subject to several factors that are beyond the PHA's control (i.e., turnover, funding, etc.).

This information with respect to eligibility (and time period to receive assistance) will be put in writing and given to the applicant at the time the personal declaration form is submitted, or it will be mailed to the applicant.

E. COMPLETION OF A FULL APPLICATION

When there is a form of assistance available, an interview letter will be sent with a scheduled date and time for the applicant to come in and begin the verification process. The scheduled interview will be at least 10 days from the date of the letter. The applicant will be allowed to contact the PHA before the interview date and reschedule if unable to make the original date. If the applicant does not show up for the interview or rescheduled interview they will be removed from the waitlist and must re-apply. They will be allowed to request an informal review of the removal from the waitlist if they request the review within ten days of the missed interview date. We will attempt to have this process completed before a voucher is issued. However, during the ten days allowed for requesting a review, the rental assistance may be offered to the next applicant who did not miss their interview. If the review allows for the applicant to be put back on the list they may be offered the next available unit or voucher.

Application interview procedure

All adult family members are required to attend the interview and sign the verification release forms. Exceptions may be made for persons with physical disabilities, if attending will create a hardship. The applicant will be asked in their notice to attend the interview to bring documentation of family composition (i.e. birth certificates, social security cards, or driver's license), documentation concerning eligible immigration status as designated in 24 CFR. During the interview the head of household must complete the personal declaration form as to family composition, assets and income. At the interview the type of assistance will be explained to the applicant. If they are not interested in the assistance currently available, their name will be removed from the waiting list.

Verification of Full Application Information

Information provided by the applicant will be verified including information on residency (for those wanting to live outside Ark-Tex Council of Governments jurisdiction), family composition, income, assets, allowances and deductions, full time student status, eligible immigration status and other factors relating to eligibility before the applicant is issued a Voucher. Eligible immigration status shall be verified in accordance with 24 CFR. Other information shall be verified as follows: Third party verifications in writing (sent by mail) are preferred. Oral third party verifications are acceptable if they are properly documented. If third party verification is impossible, the PHA will use documents provided by applicants. Documents will be photocopied when not prohibited by law. When documents cannot be photocopied, staff certification forms noting document viewed will be used by recording the source of information, the information obtained, and signed and dated by the staff person who viewed the document. If third party and documents viewed are not available as verification methods by the PHA, the PHA will accept an applicant certification with the information needed. PHA staff will witness

signatures on an applicant's certification. A notarized applicant's certification will be accepted if the applicant is not able to appear in person.

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the PHA makes its final determination of eligibility, based on the same factors as preliminary eligibility, but with verified data at this point in time. The household is not actually eligible for Voucher issuance until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list. Because HUD can make changes in rules and regulations, it is necessary to make a final eligibility determination. Also, family circumstances may have changed between initial personal declaration form and final eligibility determination.

SECTION VII: MAINTAINING THE WAITING LIST

A. APPLICATION POOL

An application pool will be maintained in accordance with the following factors:

1. The personal declaration form will be a permanent document.
2. The pool will be maintained online and the order will be selected at random by a lottery style selection performed only by the PHA software. All applications must meet "Very Low Income" or "Low Income" eligibility requirements as established by HUD. The HUD Area Office must have previously approved any exceptions to these requirements.

The waiting list will be updated monthly by the PHA. Any applicant who has not updated in writing or in person at the office of the PHA in the past 6 months will be removed from the application pool and their file placed "inactive".

Portability families from another jurisdiction holding a valid Voucher will not be considered part of the waiting list and will be treated under the Portability section of this Plan.

B. WAITING LIST PREFERENCES

After conducting a Public Hearing and considering any comments, the PHA declines to have any preferences at this time.

C. MAINTAINING THE WAITING LIST

After the preliminary eligibility determination has been made, applicants are placed on the waiting list in random order by a lottery style selection performed only by the PHA software. The PHA will maintain an accurate waiting list that conforms to HUD requirements.

The waiting list will provide the following information on households who have submitted a completed preliminary application:

1. Name of head of household;
2. Date and time the personal declaration form was received completed and signed
3. Race & Ethnicity code
4. Designation of eligibility or ineligibility
5. The bedroom size needed based on the Occupancy Standards under Section IX. of the "Policies Governing Resident Selection, Assignment and Occupancy for Rental Units Owned, Operated or Managed by the Ark-Tex Council of Governments"

D. UPDATING / PURGING THE WAITING LIST

The PHA will update the waiting list monthly to ensure that it is current and accurate.

Every six months, the PHA will mail a letter to the applicant's last known address, requesting information regarding their continued interest in maintaining a place on the waiting list. If the applicant did not notify the PHA of a move as required, the PHA will not be responsible for the applicant's failure to receive the update request.

The request letter will include a deadline date (which will be at least six months from the last update by the applicant) by which applicants must contact the PHA of their continued interest, by mail, or in person. No updates will be accepted by telephone because of false information from people claiming to be certain applicants.

The deadline will give the applicant at least ten days from the date of the notice to respond. If the applicant fails to contact the PHA by the deadline date, the applicant's name will be removed from the waiting list. The PHA does not accept responsibility for mail delays.

If a family is removed from the waiting list for failure to respond, the Executive Director may reinstate the family if s/he determines the lack of response was due to PHA error, or to circumstances beyond the family's control.

If the applicant is no longer eligible based on the updated information they will be promptly notified and given an opportunity for an informal hearing.

E. ORDER OF SELECTION FOR FULL APPLICATION INTERVIEW AND REMOVAL FROM WAITING LIST

Interviews for completion of a full application are scheduled by order of the waiting list maintained online by the PHA software. If an applicant cannot attend the scheduled interview, they may re-schedule. If they miss their originally scheduled interview and have not re-scheduled or miss their re-scheduled interview, they will be considered no longer interested in any type of assistance and be removed from the waiting list.

At the verification interview the type of assistance available will be explained to the applicant. If they are not interested in the type of assistance currently available, their name will be removed from the waiting list.

F. FINALIZING THE DETERMINATION OF ELIGIBILITY

All completed and verified applications are designated as "eligible to be notified". Families are called in for briefing and issuance of vouchers in accordance with this Administrative Plan using the order of the waiting list maintained online by the PHA software.

A statistical report is prepared by the Section 8 staff each month to ensure that the very low income requirement is met, and that the number of vouchers issued is sufficient to maintain Contracts that will efficiently utilize available funds. The PHA will determine, periodically as required by HUD, the racial characteristics of those on the waiting list and those receiving housing assistance and submit that determination to HUD in the form prescribed by HUD.

SECTION VIII: SUBSIDY STANDARDS

A. VOUCHER SIZE ISSUED

HUD guidelines require that the PHA establish standards for the determination of Voucher bedroom size and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. They also must 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>VOUCHER SIZE</u>	<u>MINIMUM # PERSONS IN HOUSEHOLD</u>	<u>MAXIMUM # PERSONS IN HOUSEHOLD</u>
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	4	6
4 BR	6	8
5 BR	8	10

The following principles govern the size of voucher that a family will be issued. Generally, two people are expected to share each bedroom, except that vouchers will be assigned so that:

1. At least one person must occupy each bedroom.
2. It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
3. Exceptions to the largest permissible voucher may be made in case of reasonable accommodations for a person with disabilities.
4. Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.
5. An unborn child will not be counted as a person in determining voucher size. A single pregnant woman may be assigned to a one-bedroom unit. In determining unit size, PHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care or is away at school.
6. A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
7. A bedroom may be allocated for an approved Live-In Aide to provide continuous medical assistance to a Disabled Family member. No Space will be considered for the Live-In Aide's family. The Live-In Aide must meet PHA's screening criteria, and be qualified to provide the services required by the Disabled member. Further, the live-in aide must not currently owe rent or other amounts to PHA or any other housing authority in connection with the HCV or Public Housing programs.
8. Live-In Aides are required to attend the annual recertification appointments with the Head of Household and PHA must determine annually the eligibility of the household for a Live-In Aide. The PHA shall notify the Family of the decision to approve or deny the Live-In Aide in writing within 10 business days from the date all required documentation is provided.

9. A bedroom will not be allocated to house furniture and a bedroom will not be allocated for medical equipment unless it is verified necessary for a resident with a disability. PHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the participant with a disability warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom to house a wheelchair.
10. The Local Housing Code or two persons per bedroom will be used as the standard for the smallest voucher a family may be assigned. The PHA will make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.
11. Other than as a reasonable accommodation for someone with a disability, the largest unit size that a family may be offered would provide no more than one bedroom per family member, taking in to account family size and composition.
12. Under the Voucher Program, the family may select a smaller unit, provided the unit has at least one living/sleeping room for every two people. The family may also choose to select a larger unit, although they will be subsidized based on the cost of the smallest unit for which they qualify. The Housing Assistant Payment is based upon the lower of the Payment Standard for the determined family unit size or the Payment Standard for the unit size rented by the family.

SECTION IX: FAMILY COMPOSITION AND INCOME CONSIDERATIONS

A. FAMILY ABSCENSES FROM THE ASSISTED UNIT:

If the Head of Household finds it necessary to be absent from the unit (due to illness required hospitalization, nursing home confinement, or employment outside the local area, including military service) for more than 30 consecutive days, he/she is required to notify the landlord and PHA of their absence and the date by which they plan to return. If the unit will be occupied during the family's absence by a caretaker not ordinarily a part of the household, the tenant must secure the landlord's permission for the arrangement and must notify PHA. If PHA finds the assisted unit unoccupied or occupied by someone other than the designated head of household or other adult member of the family, it will assume that the family has vacated the unit and will terminate the HAP contract.

Under no circumstances may the family be absent from the assigned unit more than 60 consecutive days. If the family's absence exceeds 60 days, PHA will terminate the HAP contract. (PHA may set its own time period, not to exceed 180 days.)

If the family has given the notice required in Section A1 above, the family will be eligible to receive a new voucher within 180 days of the termination of the HAP contract if assistance is available under the Voucher Program. For purposes of determining eligibility, these families will be considered as having been continuously assisted under the 1937 Act and the very-low income limitation will not apply.

If the required notice has not been given, or if more than 180 days have elapsed since the termination of the HAP contract, the family will not be eligible to resume assistance and must reapply when applications are being accepted.

An exception will be considered for the benefit of minor children where there is no eligible remaining Family member that has the legal capacity to enter a lease under state and local law. If there is another eligible adult that was no previously a member of the household and is available to move into the unit and assume role as Head of Household, PHA may consider the addition of this adult as the Head of Household. The adult assuming the role as Head of Household must assume legal custody of the minor

children. The newly designated Head of Household must meet PHA's eligibility standards and their income will be used to determine the Family's share of housing assistance. For the benefit of the minor children, the newly designation Head of Household may assume permanent status as Head of Household if the initial Head of Household is unable to return to the units and grants written authorization. In such cases, the initial Head of Household's claim to Section 8 Housing is lost. The new Head of Household would assume any outstanding debt incurred by the former Head of Household.

B. FAMILY MEMBERS VACATING AND OTHER CONSIDERATIONS

Spouse

If the husband or wife leaves the household and will be gone for 6 months or more of the reexamination 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 below occurs.

If the husband or wife files for divorce, the person who leaves the household will be considered permanently absent.

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

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.

Joint Custody of Children

Children who are subject to a joint custody agreement but live in the unit at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

Sole Member of Household

If the sole member of the household has to leave the household for more than 3 consecutive months, the unit will not be considered to be their principal place of residence and they will be terminated from the program.

Visitors

The provisions of the lease between the family and the landlord will generally prevail as to visitors or guests. 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.

However, the PHA has a duty to determine and approve the composition of the family. If an adult "visitor" will be living in the unit for more than 15 days per year, the family must request approval from the PHA to add this adult to the household in accordance with paragraph 6, below. Minors may visit for

up to 90 days per year without being considered a member of the household as long as it is allowed under the lease and the head of household still claims them as visitors.

Reporting to the PHA

After the family has obtained permission from the owner/landlord to add another family member to their lease, they must obtain permission from the PHA, in writing, before the new member moves into the unit. The PHA will apply the same criteria for a proposed new family member as was used to accept the original family into the program. Also HQS space standards will apply in determining whether to approve a revised lease adding new members.

The family will need to declare a member as permanently or temporarily absent in writing to the PHA. The PHA will advise the family at that time, or at reexamination, what the options are and how it might affect the Total Tenant Payment or the Voucher size.

The family should be counseled at briefings and reexamination on the effect of the permanently/temporarily absent policy on income.

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 he/she 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) are counted as income.

C. 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 family 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.)

D. ANNUALIZING / AVERAGING INCOME

There are two ways to figure income when the income is not received for a full year:

1. Annualizing current income (and subsequently conducting an interim reexamination if income changes); or
2. Averaging known sources of income that vary to compute an annual income (no interim adjustment if income remains what was calculated).

The PHA will typically use the annualizing income method for families unless the Housing Director determines that the averaging income method is most advantageous to the program goals.

Last year's income could be analyzed to determine the amount of income to be anticipated when it cannot be clearly verified.

If the last three months of income are representative of the income that may be anticipated for the next year, such as overtime worked when the employer cannot anticipate how much overtime the family member will have over the next year, the last three months may be used to anticipate the income.

If the last three months of income are not representative of the income that may be anticipated for the next year, such as overtime worked only at Christmas, the overtime worked for the entire year will be used to anticipate income.

If there are bonuses to be anticipated, but the employer does not know how much the bonus will be, the bonus from last year, if any, will be used for calculation purposes.

If, by averaging, a reasonable estimate can be made, that estimate is used instead of changing the HAP every month.

At reexamination, the PHA can use last year's income, if the income cannot be anticipated for the coming year, and average.

E. REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the household are counted as income if valued at more than \$25 per month.

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.

F. 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 must count the amount of child support in the divorce decree or separation agreement unless the PHA verifies that the income is not provided.

In order to calculate with any other amount than the amount in the award, the PHA must obtain a certification from the participant 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.

When a printout is received (from the Attorney General's office, 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.

G. LUMP SUM RECEIPTS

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), social security benefits, capital gains and settlement for personal or property losses are not included in income. Lump-sum payments caused by delays in processing periodic payments (unemployment, or welfare assistance but not social security benefits) are counted as income.

Treatment of accumulated periodic payments because the income was deferred due to a dispute is handled no differently than periodic payments that are deferred because of processing problems.

The calculation will be done prospectively for families who report the lump sum amount on a timely basis.

If the lump sum amount is received and reported so that it results in an interim adjustment, it will be calculated as follows:

1. The entire lump sum payment will be added to the rest of the annual income at the interim;
2. The PHA will determine the percent of the year the interim represented (3 months would be 25% of the year, leaving a 75% balance);
3. At the next annual reexamination, the PHA will take 75% of the lump sum and add to the rest of the annual income;

4. The lump sum will be used in the same method for any interims that occur prior to the next annual reexamination.

If the family does not report the lump-sum payment in a timely manner, the lump sum amount will be calculated retroactively in this way:

1. The PHA will calculate the lump-sum retroactively, going back to the date the lump-sum payment was to be considered, as long as that date is not prior to program participation.
2. If the lump-sum payment started 5 months ago, for example, the entire lump-sum amount is added to the Annual Income in effect 5 months ago and the Total Tenant Payment and Tenant Rent are recalculated. The new Tenant Rent is taken times the number of months that had elapsed until the current calculation and the difference between what was paid and what should have been paid is determined.
3. At the PHA's option, the tenant will enter into a Repayment Agreement or require that the entire amount be repaid at this time unless the entire payment represented an onerous burden on the family.

H. DISPOSAL OF ASSETS

The PHA must 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 will not be considered as assets disposed of for less than fair market value. Generally, assets disposed of as a result of a separation or divorce are not considered to be assets disposed of for less than fair market value. HUD does not specify a minimum threshold for counting assets disposed of for less than Fair Market value, but allows PHAs to establish a threshold in the Administrative Plan that will enable them to ignore small amounts such as charitable contributions.

The PHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$2000. If the total amount of assets disposed of within a one year period is less than \$2000, 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 \$2000, all assets disposed of for less than Fair Market value minus \$2000 will be counted as assets for two years from the date the asset was disposed.

I. CHILD CARE

Childcare Expenses are 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/her education and only to the extent such amounts are not reimbursed.

The PHA will not normally determine childcare expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing childcare.

Childcare deductions will not be given for attending a private school, rather than a public school. However, if the private school also provides day care or after-school care, in addition to regular school hours for school-age children, the after-hours care can be counted as a childcare deduction, as long as the family is eligible for the childcare deduction.

The following will be used as the reasonableness standard for child care deductions:

Childcare for work

The maximum childcare deduction allowed will be based on the amount earned of the person enabled to work. The “person enabled to work” will be the adult member of the household who earns the least amount of income from working.

Childcare for school

The PHA will compare the number of hours the family member is attending school and base the reasonableness standard on the number of hours attending school (with the addition of some travel time to and from school) versus the number of hours claimed for childcare.

Rate of Expense

The PHA will survey the local daycare providers in the area/community to determine a reasonableness standard. The determination will be made a reasonable weekly or monthly rate.

J. MEDICAL EXPENSES

To anticipate medical expenses, third party information will be solicited from the applicant’s or participant’s doctors, pharmacies, hospitals, dentists, clinics, etc. The verification forms will request anticipated medical expenses for the next 12 months and any outstanding medical bills with the average payments made toward those bills. The anticipated medical expenses minus any amounts to be paid by insurance, plus average payments made toward outstanding bills for a 12 month period or the pay out of the bill whichever is less, will be used to project the medical expenses. Pharmacies may provide a listing of the medications purchased during the past 12 months and a projected average for the next 12 months will be calculated based on those figures. Any amounts paid toward medical insurance as verified by a copy of the in-force policy will also be projected for 12 months and added to the anticipated medical expenses as well as the amounts paid toward Medicare as verified by the Social Security Administration.

Nonprescription medication must be doctor recommended with a recommended dosage in order to be used as a medical deduction.

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

SECTION X: VERIFICATION PROCEDURES

A. 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.

The PHA also verifies citizenship and noncitizen eligible immigration status once for each family member in accordance with 24 CFR 812.8

The PHA utilizes the Review of Documents method of verification, and if that method is impossible, the PHA utilizes the Certification by Applicants method.

The PHA will request applicants and tenants to bring in documentation with them.

The PHA will not photocopy government checks, but instead, will use the EIV system or “Person Contacted” form.

The PHA will not consider as “third party”, those verifications from the source that are “hand carried” or brought back to the PHA by the participant or applicant. Third party verifications will be mailed directly to the third party source.

When the PHA uses oral third party verification, a “Document Viewed or Person Contacted” form will be filled out by the staff person.

The PHA will have each applicant/tenant sign a “blanket” authorization for release of information.

B. COMPUTER VERIFICATION

Where allowed by HUD and/or other State or local agencies, computer matching will be done.

Where computer card or computer printouts are a feasible method of verification, those sources will be utilized.

C. MINIMUM INCOME

There is no minimum income requirement, but staff will use good interview skills to determine income.

Families may not be required to apply for TANF or food stamps, but it may be suggested to them. If the family reports zero income, the Texas Department of Human Resources will be contacted to verify that no income is being provided.

If the family reports zero income, PHA will use HUD approved questionnaires to determine unearned income by the participant. This amount will be used as the income for the year.

If the family reports a yearly income of less than \$5,000, each participant will be subject to a credit check to accurately determine rent.

D. COST OF TRANSPORTATION FOR MEDICAL TREATMENT

The PHA will use mileage at the rate approved for use by HUD along with the distances to and from the medical facilities and documentation from the medical facility with treatment dates for verification of the cost of transportation directly related to medical treatment.

E. NET INCOME FROM A BUSINESS

The following documents show income for the prior years. Where there is no documentation for projected income from a business, the PHA will consult with tenants and use this data to estimate income for the next 12 months (in priority order):

1. IRS Tax Return, Form 1040, including any:
 - Schedule C (Small Business)
 - Schedule E (Rental Property Income)
 - Schedule F (Farm Income)
2. An accountant's calculation of depreciation expense, computed using straight-line depreciation rules. (Required when accelerated depreciation was used on the tax return or financial statement.)
3. Audited or unaudited financial statement(s) of the business.
4. Loan Application listing income derived from the business during the previous 12 months.
5. Applicant's certification or affidavit as to net income realized from the business during previous years.

F. HANDICAPPED OR DISABILITY STATUS

A letter signed by a qualified medical doctor, psychologist, or diagnostician certifying that an applicant or tenant is:

“Disabled to such an extent that he/she is unable to engage in any substantial gainful activity by reason of any medically determined physical or mental impairment which can be expected to last for a continuous period of not less than twelve months”

Or

“Handicapped and whose physical and mental impairment is expected to be of long continued and indefinite duration, substantially impede his/her ability to live independently, and is such a nature that such disability could be improved by more suitable housing conditions”

may be used to verify Handicapped or Disabled status.

Documentation from the Social Security Administration that the person is receiving payments, as a result of a disability or handicap, may also be used.

G. FAMILY MEMBER STATUS

Birth certificates, court documents, custody documents, or marriage certificates may be used to verify family member status.

Evidence of “stable family relationship” may include any of the following: birth certificates of the children, joint tax return, prior lease (held jointly), joint bank accounts, insurance policies, food stamp case history, or equivalent documentation as determined by the PHA.

SECTION XI: BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHERS

A. BRIEFINGS

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 he/she will be able to discuss it with potential participating owners.

Briefing Attendance Requirement

All adult family members are required to attend the briefing when they are initially issued a Voucher. No Voucher will be awarded unless the adult family members have attended a briefing. Exceptions may be made for adult family members who are temporarily absent.

Failure of an applicant to participate in two scheduled briefings shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review.

Format of the Briefing

A Section 8 staff member may handle briefing of Voucher holders on a group or individual basis. If group briefings are conducted, applicants are interviewed individually after the group briefing, given an opportunity to ask questions and are requested to sign their Voucher.

The applicant is provided with a voucher holders packet containing:

1. Those items required by Section 982.301(b) of the regulations;
2. A general information brochure explaining the basics of the rental program for landlord use;
3. A current list of interested landlords;

4. Description of Fair Market Rents Payment Standards and Housing Assistance Payments;
5. Procedures for notifying HUD or the PHA of program abuses such as required side payments or other overcharges and Housing Quality violations in the unit;
6. Any supplemental material the PHA may deem necessary.

General Policies

In addition to the briefing requirements to be covered determined by HUD regulations, the following items shall be discussed thoroughly in the briefing session:

1. The amount of the security deposit that can be collected by the owner, as determined by State law and the use of that deposit after tenant moves out, shall be thoroughly discussed. Collection of the Security Deposit and any special terms provided for the payment of the deposit shall be between Owner and Tenant.
2. Information shall be included to explain that rents are restricted to what is determined reasonable by the PHA. The PHA shall also explain the Tenant's responsibilities regarding increased rent payments when a family elects to rent a property where the rent is more than the combined total of the voucher subsidy allowed and their tenant payment in the Housing Voucher Program.
3. Information and encouragement regarding leasing in areas outside economic deprivation and areas where the participant's race does not predominate.

Family Obligations under the Section 8 Housing Choice Voucher Program:

Generally, under the Section 8 Program, the relationship between tenant and landlord are the same as in the private housing market.

However, once a household receives a Section 8 Voucher, he/she has the following additional obligations:

1. Find a rental unit which is the correct size in accordance with HQS and for which they will not initially pay more than 40% of the family monthly adjust income.
2. Turn in proper forms to the PHA within the Voucher period so that the unit may be approved;

Supplying required information

The family must supply any information that the Housing Authority (PHA) or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status.

The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.

The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information.

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

The family is responsible for an HQS violation that is caused by any of the following:

1. 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.
2. 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.

3. Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).
4. The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.
5. The family may not commit any serious or repeated violation of the lease.
6. The family must notify the PHA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner. All notices must be in writing.
7. The family must promptly give the PHA a copy of any owner eviction notice
8. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
9. The PHA must approve the composition of the assisted family residing in the unit. The family must promptly (within one week) inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.
10. The family must promptly (within one week) notify the PHA if any family member no longer resides in the unit.
11. If the PHA has given approval, a foster child or a live-in aide may reside in the unit.
12. 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 family members.
13. The family must not sublease or sublet the unit.
14. The family must not assign the lease or transfer the unit.
15. The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose. The family must promptly notify the PHA of absence from the unit.
16. The family must not own or have any interest in the unit.
17. The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.
18. The members of the family may not engage in drug-related criminal activity, or violent criminal activity.
19. An assisted family or family members 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 Federal, State or local housing assistance program.

Owner Referrals

Voucher holders are notified at their briefing session that the PHA updates the listing of available landlords and are invited to pick up the update from the PHA offices.

B. SECURITY DEPOSIT REQUIREMENTS

State law will govern the Security Deposits collected by the Owner. The PHA declines to set a maximum amount for security deposits.

C. VOUCHER ISSUANCE

At the close of the briefing session, each household will be issued a Housing Choice Voucher which is a contract between the PHA and the household specifying the rights and responsibilities of each party.

The number of Vouchers issued will be determined by the amount of funding available. The PHA will attempt to issue the maximum number of Vouchers as to serve as many families in need as possible while maintaining the program integrity. Therefore, the PHA will maintain monthly reports to determine when applications should be taken, and the number of Vouchers to be issued based on turnover statistics, FMRs, Utility Allowances, current housing assistance payments and the subsidy standards required by those at the top of the waiting list.

Expirations

The Voucher is valid for a period of 60 days from the date of issuance. Prior to expiration, the family may contact the PHA to inquire about assistance the PHA can provide the family in locating suitable housing.

The family must submit a Request for Lease Approval and Lease within the 60-day period unless the PHA has granted an extension.

Extensions

A family may request an extension of the Voucher time period. All requests for extensions should be received prior to the expiration date of the Voucher.

Extensions will be made at the discretion of the Housing Director primarily for three reasons:

1. Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial 60-day period. Verification is required.
2. The family has evidenced that they have made a consistent effort to locate a unit and request support services from the PHA, throughout the initial 60 day period with regard to their inability to locate a unit.
3. The family has turned in a Request for Lease Approval prior to the expiration of the 60-day period, but the unit has not passed Housing Quality Standards.
4. The PHA extends in one or more 30-day increments, not to exceed an additional 60 days.

Suspensions

Suspension means stopping the clock on the term of a family's voucher after the family submits a request for lease approval.

The PHA will suspend the voucher for a period of up 30 days from the date a Request for Lease Approval is received.

D. PORTABILITY

Regulatory Portability:

The PHA shall allow eligible Voucher holders and participants to move outside the boundaries of Ark-Tex Council of Governments jurisdiction with continued rental assistance if there is a Receiving PHA in the new location willing to provide the required program services for the HUD allowed fees.

Incoming Vouchers:

The PHA will accept families with a valid Housing Voucher from another PHA's jurisdiction.

The families will be serviced as follows:

1. The PHA may issue a voucher and the family may be offered that assistance and the family will be transferred to this PHA's program ahead of applicants on the waiting list.
2. If the PHA chooses not to issue the Voucher, the PHA will administer the Voucher of the Initial PHA.

All voucher holders that are not residents of Ark-Tex Council of Governments jurisdiction at the time of application must utilize their voucher within the boundaries of Ark-Tex Council of Governments jurisdiction for a full twelve months, beginning at the effective date of the first HAP contract, before they will be allowed to move under the portability policies below.

E. MOVES WITHIN THE PHA JURISDICTION

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. The policies governing family moves are under Section XIX.

SECTION XII: LOCATING SUITABLE HOUSING

A. RESPONSIBILITY FOR LOCATING HOUSING

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. This means that the housing must be within the rent limitations set by the Program, must meet Housing Quality Standards requirements, including minimum bedroom size requirements for units.

The PHA will maintain updated referral lists of owners who have called the PHA. This list will include landlords who have handicapped accessible units or are willing to make their units accessible. The list will be made available to Voucher holders upon request.

The PHA will also track those families who may require additional assistance in locating housing (such as families with 3 or more minors) and will provide suitable assistance to these families upon request.

B. ELIGIBLE TYPES OF HOUSING

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

1. All structure types can be utilized, including but not limited to single family, duplex, triplex, fourplex, garden apartments, townhouses, and high-rises;
2. Manufactured homes where the tenant leases the mobile home and the pad;

Families may lease properties owned by relatives, only if required to meet reasonable accommodation for a handicapped or disabled family member and as long as they meet the other program requirements.

Housing units where the family is being subsidized under other Section 8 programs are ineligible.

C. REQUEST FOR LEASE APPROVAL

The Request for Lease Approval must be submitted prior to the expiration of the Housing Voucher unless the Voucher has been extended by the PHA.

Both owner and Voucher holder must sign the Request for Lease Approval Form.

The PHA will review the documents to determine whether or not they are approvable. The PHA will also 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.

See the next section for Clearing Deficiencies.

SECTION XIII: HOUSING QUALITY STANDARDS AND INSPECTIONS

A. GENERAL PURPOSE

The PHA is required by HUD regulations to inspect the unit to ensure that it is “decent, safe, and sanitary” according to Housing Quality Standards.

The PHA has adopted additional local requirements of acceptability defined below.

No unit will be initially placed on the Section 8 Housing Program unless these standards are met. Units must also meet the Housing Quality Standards as long as the unit is under contract.

There are five types of inspections the PHA will perform:

1. Initial
2. Annual
3. Complaint
4. Damage
5. Quality Control

The Housing Quality Standards take precedence over local housing codes and other pertinent codes.

B. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The PHA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet with the following exceptions:

1. Unvented heaters may be permitted in units participating in the program by prior approval from the Area Director of the Department of Housing and Urban Development Field Office, dated June 12, 1989, providing the appropriate waiver.
2. The PHA has initiated the following policy to ensure that units meet the Interior Air Quality requirements that “the unit must have adequate air circulation. “Units that have not been provided an air conditioning unit or evaporative cooler by the landlord will be required to have screens on exterior doors and windows at the time of their initial inspection.
3. All units must have at least one working smoke detector *on each level*.
4. All units are required to have sufficient weather-stripping and insulation to ensure the unit is free from drafts.

C. HQS INSPECTIONS

General Policy

The PHA will conduct an inspection using the Housing Quality Standards (and other standards approved in this Administrative Plan) at least annually. However, if between annual inspections, the tenant or owner complains that the unit does not meet Housing Quality Standards, the PHA will conduct

an inspection. In this case, the staff has to inspect only the items that the tenant or owner are complaining about, but if other fail items are noticed during the inspection, the staff must also note those items and require those items to be corrected.

The owner or tenant is responsible for insuring that all HQS failed items are corrected. The owner may have recourse under his lease to charge the tenant for the cost of repairs of tenant caused damages. If utilities have been disconnected for non-payment by the tenant, the unit fails HQS and the tenant can be terminated from the rental assistance program for breach of family obligations. The owner or tenant will be given time to correct the failed items. There are two guidelines to use:

1. If the item endangers the family's health or safety, the owner or tenant must be given 24 hours to correct the violation.
2. For less serious failures, the owner or tenant may be given up to 30 days to correct the item(s).

If the owner fails to correct those HQS violations that are the owner's responsibility, after he/she has been given a reasonable time to correct the items, the payment must be abated or the HAP Contract must be terminated.

Suspending / Withholding of HAP

If the owner has been given at least 30 days to correct those HQS violations that were the owner's responsibility, but has requested a time extension for extenuating circumstances, the HQS Inspector will determine if the circumstances justify an extension.

HAP to the owner for the failed unit will be suspended / withheld, if an extension has been given, until the repairs are complete within the extension time.

Termination / Abatement of HAP

When it has been determined that a unit on the program fails to meet those parts of Housing Quality Standards that are the responsibility of the owner, 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 terminated / abated and 30 day notice of HAP contract termination will be mailed to the owner.

The abatement will continue until all items which caused the unit to fail have been corrected or the HAP contract is terminated.

The PHA will inspect abated units within the month of the abatement after the owner has contacted the PHA to report the completed work.

HAP Contract Termination

If the owner fails to correct all the owner responsible items cited within thirty days of the beginning of the abatement period, the Contract may 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. The tenant is given a new Voucher to move if qualified under Section XIX of this Plan.

If the HAP Contract is terminated for failure to correct owner responsible HQS items, a Request for Tenancy Approval will not be accepted for that unit for six months from the termination date.

To reiterate this: When the Housing Assistance Payments Contract or the Voucher Subsidy Contract is terminated for Housing Quality Standards violations, it cannot be reinstated. If repairs are done before the effective termination date, the termination can be rescinded if the tenant chooses to stay in the unit.

Tenant Caused HQS Violations

If the unit fails HQS as a result of a breach of the family obligation as stated in 24CFR, the HAP may not be held or abated or the HAP contract terminated.

However, if the unit does not pass HQS within the time frame given by the PHA the family will be given a "Notice of Termination" of their program assistance, with a copy to the owner, stating that the HAP contract will terminate automatically when the family's program assistance is terminated.

D. RENT REASONABLENESS TEST

The PHA maintains an inspection standard to ensure quality of approved housing and to ensure the requested rent meets the rent reasonable test and landlords are given the opportunity to make the requested repairs. The inspection shall note:

1. Location
2. Quality
3. Size
4. Unit type
5. Age
6. Amenities
7. Housing services
8. Maintenance
9. Utilities

E. INITIAL INSPECTIONS

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.

On an initial inspection the unit must pass the HQS on or before the effective date of the lease.

The PHA may elect to do a re-inspection to comply with 23 CFR 982.404 (a) (3) to verify that all HQS deficiencies have been corrected. A re-inspection is not necessary if the PHA can obtain verification by other means.

Other than in the case of life threatening deficiencies, the PHA may accept an owner's and /or family written certification that the deficiencies have been corrected.

When the deficiencies are the responsibility of the owner, the family must also certify that the deficiencies have been corrected.

When the deficiencies are the responsibility of the family, the owner or a representative of the owner must also certify that the deficiencies have been corrected.

Verification that repairs were completed may be made at the next on-site inspection.

The PHA should base the verification process on the severity of corrections to be made and/or the PHA's experience with the owner and property.

F. RE-INSPECTIONS

If an on-site re-inspection is required and the family and/or owner is not at home for the re-inspection appointment, the PHA will leave a notice at the unit verifying the inspector's attempt to conduct the inspection.

The PHA will schedule a re-inspection of the unit. A notice of the re-inspection will be provided to the owner and family. The notice may contain a warning that payments will be abated (in the case of owner's responsibility) or a warning of intent to terminate (in the case of family's responsibility).

SECTION XIV: LEASE APPROVAL AND HAP/VOUCHER CONTRACT EXECUTION

A. DOCUMENTS SUBMITTED

The family shall be required to turn in the following documents when the HAP contract is signed:

1. **LANDLORD, OWNER, CONTRACT UNIT INFORMATION**
To be completed by the Landlord for proper mailing of Housing Assistance Payments Checks, Housing Authority contacts, and HUD statistics.
2. **INFORMATION TO PROSPECTIVE LANDLORD ABOUT THIS FAMILY (IF REQUESTED)**
This provides HUD required information about the family, if available, so that the prospective Landlord can contact current and prior landlords in order to screen the tenant.
3. **IRS FORM W-9**
Must be completed by the Landlord. The name and SSN/TIN must match IRS records exactly. The name, address, and SSN/TIN on the W-9 will be used on the IRS form 1099 sent to the Landlord and IRS to report rental income as required by law.
4. **REQUEST FOR LEASE APPROVAL**
To be completed by Landlord and signed by Landlord and Tenant.
5. **ARK-TEX COUNCIL OF GOVERNMENTS HOUSING AUTHORITY APPROVED LEASE**
If Landlord agrees to use this lease it must be signed by the Landlord and Tenant before the beginning term date. The Landlord may choose not to use this lease.
6. **LEASE ADDENDUM BASIC VERSION**
This addendum must be attached to the Landlord's lease and signed by the Landlord and Tenant before the beginning term date.
7. **HOUSING QUALITY STANDARDS CHECKLIST**
A copy is provided to the Landlord and Tenant.

B. INITIAL FAMILY SHARE OF RENT LIMITATIONS

The Family share of rent for an initial lease of a unit cannot exceed 40% of the family's month adjusted income.

C. RENT REASONABLENESS DETERMINATION

The PHA will make a determination as to the reasonableness of the rent that the owner is proposing in relation to comparable units on the private unassisted market.

Rent reasonableness determinations are made when units are placed under HAP contract for the first time and when owners request annual or special contract rent adjustments.

The PHA will certify and document on a case-by-case basis that the approved rent:

1. Does not exceed rents charged by the owner for comparable unassisted units in the private market; and
2. Is reasonable in relation to rents charged by other owners for comparable units in the private market.

These items will be used for rent reasonableness documentation:

1. Location
2. Quality
3. Size
4. Unit type
5. Age
6. Amenities
7. Housing services
8. Maintenance
9. Utilities

The PHA will maintain comparable data on unassisted units in the market. This data will be used to create a point system against which staff will make their rent reasonableness determinations.

The PHA will annually update the comparable data on rent reasonableness through personal visits, by mail, or by telephone to apartments, realtors, and those rental units advertised in the local newspapers.

D. OWNER TENANT SEPARATE AGREEMENTS

Owners and tenants may execute agreements for services, appliances (other than for range and refrigerator) and other items outside those that are provided under the lease.

Any appliance, service or other items that is routinely provided to non-subsidized tenants as part of the lease (such as air conditioning, dishwasher or garage) 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 nonpayment of these agreements cannot be cause for eviction.

E. 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, checked the rent against the 40% family monthly adjusted income for an initial lease of a unit (if gross rent above payment standard), the PHA may approve the lease.

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

If the lease does not meet the PHA's requirements, the PHA will explain the problems to the owner and suggest how they may be corrected by a specific date.

If the gross rent is above the payment standard and the proposed family share exceeds 40% of the family monthly-adjusted income for an initial lease of a unit, the PHA will discuss with the landlord the possibility of reducing the Contract Rent.

If the rent does not meet the Rent Reasonable Test the PHA will discuss with the landlord the possibility of reducing the Contract Rent.

If the owner accepts the offer of a revised rent, the PHA will continue processing the Request for Lease Approval and Lease.

If the owner does not agree on the contract rent, after the PHA has tried and failed to negotiate a revised rent, the PHA will inform the tenant that the lease is disapproved. The tenant should continue to locate eligible housing if his/her Voucher is still valid.

If the unit fails inspection, the PHA will provide the landlord with a detailed list of items that must be corrected and provide the landlord a reasonable period of time to make the repairs (see above).

F. DISAPPROVAL OF OWNERS

Nothing in the federal regulations or these policies is intended to give any owner any right to participate in the program.

The PHA may deny approval to lease a unit from an owner for any of the following reasons:

1. The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
2. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in drug-trafficking;
4. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
5. The owner has a history or practice of renting units that fail to meet State or local housing codes; or
6. The owner has not paid State or local real estate taxes, fines or assessments.

In determining whether to deny owner participation the PHA will weigh the circumstances of the tenant as to whether the denial will place an undue hardship upon the family.

G. HAP CONTRACT EXECUTION

Prior to HAP Contract execution, the PHA will reconfirm the family's composition and critical information about income and allowances.

If significant changes have occurred, the information will be verified and the Total Tenant Payment will be recalculated. The PHA will not re-verify information or recalculate the Total Tenant Payment merely because previous verifications are more than 60 days old, in this situation.

When the lease approval process is completed, the PHA will notify the landlord and the family of the lease approval or disapproval.

If the lease is approved, the PHA will prepare the HAP Contract and the PHA and Landlord will execute it within 60 days of the effective date of the lease.

SECTION XV: PAYMENT STANDARDS, OWNER PAYMENT AND UTILITY ALLOWANCE

A. PAYMENT STANDARDS

The payment standards for use in the Housing Voucher Program are established by resolution of the Housing Authority Board as a percentage of the FMRs and posted at the PHA office. They are based on a percentage of the HUD published Fair Market Rents (FMRs) and may not be less than 90% nor

more than 110% of those FMRs. The current Payment Standards are set at 100% of current FMRs as published in the Federal Register and will be automatically adjusted as the FMRs change.

Under the Young Litigation HUD has established exception FMRs for those census blocks designated by HUD as affording a desegregative housing opportunity. Any payment standard set by the PHA Board based on the exception FMRs will be utilized only in a census block designated by HUD as a desegregative housing opportunity.

B. AFFORDABILITY ADJUSTMENT TO PAYMENT STANDARDS

The PHA will annually consider adopting an affordability adjustment to the Payment Standard.

The PHA will begin analyzing local factors related to the Voucher participants at the time of the notification of the proposed FMR by HUD.

The factors to be used in the analysis will be:

1. Participant rent burdens (the percent of the total tenant payment to the adjusted household income of the Voucher participants).
2. Participant rent burden relative to the quality of the units selected by participant families as measured by the rent reasonable comparison and the most current HQS inspection.
3. Participant rent burden relative to availability of units by bedroom size and location.
4. Actual contract rents for specific bedroom sizes.
5. The need to allow families to move out of areas of minority concentration.
6. Success rates of voucher holders in finding affordable units.

If it is determined that an affordability adjustment is needed the PHA will adopt the new percentages of the FMRs to effect the payment standard. The new payment standard will be applied to current HAP contracts at the next annual reexamination date of the family.

C. UTILITY ALLOWANCE

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

The utility allowance is given as a reduction in the tenant's portion of rent to be paid to the owner. The current Utility Allowance Schedule is attached to the end of this document as Appendix "B"

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.

Approved utility allowance schedule(s) will be given to families along with their Housing Choice Voucher. The same schedule(s) will be used by the PHA to record the actual allowance for the unit the family selects if there are tenant-paid utilities.

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

Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance prorated over the useful life of the appliance, based on factors provided by HUD.

D. MAKING PAYMENTS TO OWNERS

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

The effective date and the amount of the HAP payment are calculated based on the HUD-50058 by computer program.

A computer generated payments register will be used as a basis for monitoring the accuracy and timeliness of payments.

The Housing Staff will maintain records for monthly changes made by HUD-50058 and other actions effecting HAPs.

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

E. UTILITY REIMBURSEMENT PAYMENTS

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

The check will be made out directly to the tenant.

F. MINIMUM RENT AND HARDSHIPS

The PHA establishes a minimum rent of \$50. The PHA will grant an exemption from payment of this minimum rent if the family is unable to pay that rent as a result of financial hardship, as described below.

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 circumstance including loss of employment;
4. When a death has occurred in the family; and
5. Other circumstances determined by the responsible entity or HUD.

Request for hardship exemption

If a family requests a hardship exemption, the responsible entity must suspend the minimum rent requirement beginning the month following the family's hardship request until the responsible entity determines whether there is a qualifying financial hardship and whether it is temporary or long term.

If the PHA determines there is a qualifying financial hardship, but that it is temporary, the PHA may not impose a minimum rent for a period of 90 days from the date of the family's request. At the end of the 90-day suspension period, a minimum rent is imposed retroactively to the time of the suspension. The family must be offered a responsible repayment agreement for the amount of back rent owed.

If the PHA determines there is no qualifying hardship exemption, the PHA will reinstate the minimum rent including the back payment for minimum rent from the time of suspension on terms and conditions established by the responsible entity.

If the PHA determines there is a qualifying long-term financial hardship, the responsible entity must exempt the family from the minimum rent requirements.

SECTION XVI: ANNUAL REEXAMINATION

The PHA maintains a listing of units under contract by month to ensure systematic reviews of contract rent, allowances for utilities and other services, and housing quality standards in accordance with the requirement for annual reexamination. Monetary changes are transmitted to the computer person to affect a change in the next rental payment.

Families will be requested to provide information on income, assets, allowances and deductions, and family composition at least annually which can be submitted by mail. Head of Household will be notified by mail when he/she is required to attend a reexamination interview at least every two years.

When families move to another dwelling unit, an annual reexamination will be scheduled.

Income limits will not be used as a test for continued eligibility at reexamination.

A. REEXAMINATION NOTICE TO THE FAMILY

The PHA will maintain a reexamination tracking system and at least 10 working days in advance of the scheduled annual reexamination effective date, the head of household will be notified by mail that he/she is required to attend a reexamination interview on a specified date (or rearrange a date in advance if the scheduled date is unacceptable.)

The Housing Specialist will review the tenant file and request in the notice that the tenant brings to the interview any documentation that may be needed.

B. VERIFICATION OF INFORMATION PROVIDED

The PHA will send out third party verifications wherever possible. If third party verifications are not returned within a four-week period, documents provided by the tenant may be used for verification.

C. CHANGES IN TENANT RENT

When the information is analyzed, all necessary documents are prepared and signed by the tenant, and all other requirements have been met, the PHA will recalculate the tenant's portion of rent.

The PHA will notify both the owner and tenant of its determination and of the new rent to be paid by the tenant (and new Housing Assistance Payment to be paid by the PHA) if applicable.

If there is a rent increase, the new rent portion will go into effect on the scheduled reexamination date. If there is a rent decrease, it will be effective on the scheduled reexamination date (unless the family has caused a delay in reexamination processing). If there has been misrepresentation by the tenant, or if the tenant caused a delay in the reexamination processing, there may be an increase in rent made retroactively.

SECTION XVII: RENT INCREASES BY OWNER

Owners may not request rent increases in the Voucher Program prior to the end of the initial lease term. Rent increases may be effective with a notice to the family required by the lease and after the PHA has approved the rent as reasonable.

The PHA will certify and document on a case-by-case basis that the approved rent:

1. Does not exceed rents charged by the owner for comparable unassisted units in the private market;
2. Is reasonable in relation to rents charged by other owners for comparable units in the private market; and

The PHA will advise the family as to whether the rent is reasonable and shall assist in the negotiation of the rent with the owner if requested by the family.

SECTION XVIII: INTERIM REEXAMINATIONS

A. CHANGES BETWEEN ANNUAL REEXAMINATIONS

All increases in family income must be reported within one week of the change. If the incomes change results in an increase of less than \$60 in the Total Tenant Payments, there will be no increase in tenant rent calculated.

The family must receive permission from the Landlord and the housing authority, in writing, **before** allowing any person not on the lease to move into the household. If anyone not on the lease moves into the house without written permission, the family will be in violation of the lease and family obligations and **the rental assistance can be terminated.**

Generally, 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 reported. However, if at any time an increase in family income results in an increase in family rent, the family will be required to pay that increased rent for at least one month

Failure to report changes, as required, may result in the family being charged for overpayment of housing assistance and / or termination from the program.

Other Interim Reporting Requirements and Changes will be:

1. For families where an error was made at admission or reexamination (and family will not be charged retroactively for error made by Housing personnel).
2. For families whose rent has been based on false or incomplete information supplied by the family (and the family will be charged retroactively).

For the Voucher Program, the Total Tenant Payment or Tenant Rent may be changed in addition to the reasons listed above if there is a change in the Rent to Owner which causes a change in Total Tenant Payment or Tenant Rent.

B. FORMS USED FOR INTERIMS

A Notice of HAP and Tenant Rent will be sent to the owner and tenant if a change will occur. Signatures are not required, but the form, because it changes the family's Total Tenant Payment or Tenant Rent, must offer the family an opportunity for informal hearing.

C. REQUIREMENT TO DISCLOSE INFORMATION RECEIVED FROM HUD

Any resident that receives from the Department of Housing and Urban Development (HUD), information regarding income, earnings, wages, or unemployment compensation pursuant to income verification procedures of HUD must report and disclose such information to the PHA within one week of receipt of the information.

D. TIMELY REPORTING

Standard for Timely Reporting of Changes:

The standard for reporting changes for interims for the family to report the change within one week of the change.

If the tenant does not bring the required information with them to the interview, they are asked to return with the documentation as soon as possible during that month. In addition, third party verification is sent out, verifying the change.

Procedures When a Change is reported in a Timely Manner:

The Housing Authority will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following:

1. The family will always be given a 30 day notice prior to the first of the month for a rent increase. Increases in the tenant rent are to be made effective upon thirty days' notice, prior to the first of the month, so that the change is always effective on the first of the month, rather than some date within the month.
2. Generally decreases in the tenant rent are to be made effective the first of the month following that in which the change was reported (if reported by the 20th of the month) and verified by the family secured documentation or third party verification. However, if at any time an increase in family income results in an increase in family rent, the family will be required to pay that increased rent for at least one month
3. The change may be based on the documentation the tenant brought with them to the interview, followed up by the third party verification sent to the third party. Verbal confirmation by the tenant will not be acceptable.
4. If the tenant does not bring the information with them, they will be requested to return with the documentation as soon as possible during that month.

Procedures when the Change Is Not Reported in a Timely Manner:

If the family does not report the change within one week of the change, the family will be determined to have caused an unreasonable delay in the interim reexamination processing.

1. Increased Tenant Rent: The change will be effective on the first of the month thirty days following the processed change, and an overpayment will be calculated retroactively to the date it should have been effective if the change were processed in a timely manner.
2. Decreased Tenant Rent: The change will be effective on the first of the month following the reported change upon verification.

Deviation from normal effective dates is justified because of the tenant's failure to supply the required report.

The calculation is the same even if there was a change three or four years ago that the tenant did not report and should have. The change is retroactive to the original date even if they have been changing jobs every six months and have not reported their job income at reexamination. A history has to be established to determine how much money the tenant owes the PHA.

If the tenant does not come in during the month the change occurred and comes in at the beginning of the following month, the decrease cannot be retroactive to the first of the month.

Procedures When the Change Is Not Processed by the PHA in a Timely Manner:

"Processed in a timely manner" means that the change is effective on the date it would have been effective when the tenant reported the change in a timely manner.

If the change cannot be made effective on those dates, using the required notice periods, the change is not processed by the PHA in a timely manner.

If changes are not processed by the PHA staff in a timely manner, the change will be effective on the first of the month thirty days following the processed change. In addition, if the change resulted in a decrease, an overpayment by the tenant will be calculated retroactively to the date it should have been effective and a check will be sent to the tenant.

Timing of Next Annual Reexamination:

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

Changes in Family Composition:

All changes in family composition must be reported within one week of its occurrence. Any change in Voucher size shall be effective at the next annual reexamination unless the family gives notice to move in accordance with their Lease, then the appropriate Voucher size will be issued for the move.

SECTION XIX: HAP CONTRACT TERMINATION AND FAMILY MOVES

A. FAMILY MOVES

It shall be the policy of the PHA to allow tenants to move with assistance from one unit to another within the PHA's jurisdiction as long as:

1. The tenants have not violated the Family Obligations under the program;
2. They do not owe this PHA or another PHA money paid under any Federal housing assistance program or Public Housing Program;
3. They have completely reimbursed the PHA or another PHA for any amounts paid to an owner on their behalf for claims of unpaid rent, damages, or vacancy loss under the Certificate/Voucher Program;
4. The family members have not engaged in drug related or violent criminal behavior.

If the family locates another dwelling unit, it will be processed as a new move. This means that another reexamination will be conducted and a new inspection effective date will be set up, even if the last reexamination was conducted less than 12 months ago.

The family may move with Section 8 rental assistance **only once in any 12 month period** unless it is determined that:

1. The move is for portability and will provide for greater job or educational opportunities for the family
2. The current unit fails HQS and will not pass within the given repair time.
3. There is actual or threatened physical abuse by a member of the family toward other members of the family and the move will remove the abusing member from the household.
4. There is a predominance of racial hostility within the neighborhood of the current dwelling unit toward the family
5. The family will be moving from a census block where their race predominates into a census block where their race does not predominate as designated by HUD.
6. The move is for verified medical reasons.

B. FAMILY NOTICE TO MOVE

Families are required to give notice in compliance with their lease to the owner after the initial term of the lease with a copy to the PHA.

Briefing sessions emphasize the family's responsibility to give the owner and the PHA proper written notice of any intent to move.

The family must provide the PHA with written notice prior to vacating the unit.

If the family decides not to move, it must provide a written notice of the decision not to move before the end of the month in which the move was originally scheduled. A written authorization from the property owner for the family to remain in the unit must accompany the family's statement.

C. FAMILY BREAK-UP

In cases where a family breaks up, the PHA will determine who will retain the rental assistance. The priority for retaining rental assistance is as follows:

First Priority

If all adult family members agree as to which household will retain the assistance or there is a Court determination then the PHA will concur. Care will be taken to determine if any of the family members have been threatened into agreeing to give up the assistance.

Second Priority

An adult family member who will keep at least one dependent from the original household and has received actual or threatened physical violence against them or the dependent, from their spouse or another member of the household will retain the assistance. In this case the household member who threatened or engaged in the violence must not remain in the assisted household. If there are no dependents in the in the original household then the family member who received the actual or threatened physical violence will still qualify for this priority. The PHA will use certification from local police, social service agency, court, clergy person, physician, or counseling facility as a verification of the actual or threatened violence.

Third Priority

The adult family member who will have the most dependents, from the original household, will retain the assistance.

Forth Priority

The adult family member who is elderly with a disability or handicap will retain the assistance.

Fifth Priority

The adult family member with a disability or handicap will retain the assistance.

Sixth Priority

The adult family member who remains in the contract unit will retain the assistance, provided an adult family member vacating the unit has not requested a determination, in writing, within 30 days from the time of moving out.

General Criteria Applying to All Priorities Above

Any family member who is going to move from the contracted unit and wants to retain the rental assistance must give written notice to the PHA before moving from the unit. If they do not, they cannot retain the rental assistance.

D. EVICTIONS

If the owner wants to terminate the tenancy of the family, he/she must use the means available in the lease.

E. OTHER FAMILY MOVES

Other actions may result in the tenant leaving such as:

1. If the owner wants a rent that is not reasonable as determined by the PHA, the PHA would disapprove the rent increase request and the owner might institute court action because they want a higher rent (only after the first term);
2. The owner may choose not to make repairs required by the Housing Quality Standards;

3. The unit becomes overcrowded according to HQS.

The tenant is issued another Voucher to move to another unit, unless there are grounds to deny or terminate assistance (see Denial or Termination of Assistance section).

If the tenant locates another unit, the Annual Recertification Procedures are followed.

F. OWNER NOTICE TO MOVE

Owners may only give tenants notice according to the Lease Addendum provisions (incorporated into the Model Lease used by the PHA).

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

G. FAMILY ASSISTANCE TERMINATION

If the PHA terminates the Family's assistance in accordance with the **Denial or Termination of Assistance** section of this Plan, the Contract with the owner may be canceled with proper notice.

H. OWNER MISREPRESENTATION

If the landlord has committed fraud or misrepresentation in connection with the Section 8 Program, the PHA will terminate the Contract and review the circumstances and family's involvement to determine if the family is eligible to relocate to another unit with continuation of assistance.

The PHA makes every effort to recover any overpayments made as a result of landlord fraud or abuse.

I. CHANGE IN OWNERSHIP

The PHA must receive a written request by the owner in order to make changes regarding who is to receive the PHA's rent payment or the address at which payment is to be sent.

The PHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of a Deed of Trust or other legal documents showing the transfer of title.

The PHA will update its files and records to reflect the new information received.

SECTION XX: DENIAL OR TERMINATION OF ASSISTANCE

A. GENERAL POLICY

When denying a family for violations or amounts owed from previous participation in a Federal housing program, any family member who was an adult during the previous participation is considered responsible for those violations or amounts owed.

GROUND FOR TERMINATION OF ASSISTANCE

Termination of assistance for a participant may include any or all of the following: refusing to enter into a Housing Assistance Payment (HAP) Contract or approve a lease, terminating housing assistance payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures.

The PHA may **at any time** terminate program assistance for a participant, for any of the following grounds:

1. If the family violates any family obligations under the program.

2. If any member of the family has been evicted from public housing.
3. If any Housing Agency has ever terminated assistance under the certificate or voucher program for any member of the family.
4. If any member of the family commits drug-related criminal activity, or violent criminal activity.
5. If any member of the family commits fraud, bribery or any other corrupt or criminal activity, or violent criminal activity.
6. If the family currently owes rent or other amounts to the PHA or to another Housing Agency in connection with Section 8 or public housing assistance under the 1937 act.
7. If the family has not reimbursed any Housing Agency for amounts paid to an owner under HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
8. If the family breaches an agreement with the PHA to pay amounts owed to a Housing Agency, or amounts paid to an owner by a Housing Agency.
9. If a family participating in the Family Self Sufficiency (FSS) program fails to comply, without good cause, with the family's FSS contract of participation.
10. If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

REQUIREMENT TO SIGN CONSENT FORMS

The PHA **must** terminate assistance if any member of the family fails to sign and submit consent forms for obtaining information.

RESTRICTION ON ASSISTANCE TO NONCITIZENS

Under certain circumstances stated in 24 CFR 812.9, the PHA must terminate assistance because a family member does not establish citizenship or eligible immigration status.

OTHER CONSIDERATIONS

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

If the family does not sign a new lease and other lease-up documents, the lease does not become effective until the documents are signed. Assistance will stop at the old unit if the tenant is not living in the unit. Assistance will not start in the new unit prior to the execution of the new lease and by the family and owner.

If a HAP Contract termination is necessary, or tenant assistance is terminated (if the tenant requests to go off the program (in writing) or assistance is denied in accordance with the termination of assistance procedures (notice of informal hearing required), tenants and owners will be notified of termination of assistance.

If the PHA refuses to issue a Voucher, the tenant will be notified in writing and offered an opportunity for an informal hearing (and hold the hearing if requested) prior to the termination of assistance.

If the PHA refuses to issue a new Voucher to a tenant who wants to move, the tenant may elect to continue in the same unit under assistance, if there has been no notice given to the owner by the tenant or if the owner is willing to tear up the notice.

In any case where the PHA decides to terminate assistance to the family, the PHA must give the family written termination notice which states:

1. The reasons for the termination;
2. The effective date of the termination;
3. The household's right to request an informal hearing and instructions on how to obtain the hearing

B. \$0 ASSISTANCE TENANTS

\$0 assistance tenants may remain on the program for 180 days from the effective date they went to \$0 assistance.

If the family's Total Tenant Payment is sufficient to pay the full gross rent and 180 days has elapsed since the PHA's last HAP payment was made, the family's assistance is terminated.

If the owner wants a reasonable rent increase during the 180 days and the rent increase would cause the PHA to resume HAP payments, or if at reexamination time, the tenant had a loss of income and there would be a HAP payment, the payments would be resumed.

If payments are resumed, a Notice would be sent out, listing the new amounts.

When the 180 days have been reached, the owner should be notified of the termination of the HAP Contract, in accordance with his HAP Contract. The termination of the HAP Contract is after the 180 day period has been reached, not the reexamination date.

For HAP Contracts in effect before October 2, 1995, the PHA is still liable for unpaid rent and damages during this period. The PHA also must perform all of the duties and responsibilities normally required, such as reexaminations and inspections.

The tenant will be notified of their rights to remain on the program at \$0 assistance for 180 days.

Also, if the tenant wants to move to another unit during this period, the PHA would not execute a new HAP Contract for the new unit at \$0 assistance. If there would be assistance (because of a higher rent, for example), the PHA could execute a new HAP Contract.

If they move to another unit, the \$0 assistance provisions are no longer in effect, because a HAP is being paid on the new unit.

SECTION XXI: COMPLAINTS AND APPEALS

The PHA responds promptly to complaints by families or owners and investigates. Each complaint regarding physical condition of the units may be reported by phone to the Housing Inspector. Anonymous complaints are checked whenever possible.

A. APPEALS BY APPLICANTS / INFORMAL REVIEWS

Appeals by applicants concerning the PHA determination denying assistance (including denying listing on the waiting list and participation in the program for issuance of a Voucher) are handled by Informal Review as outlined in 24 CFR 982.554.

Request for a Review must be made in writing within 10 working days of the date of the written notification of denial of assistance.

The Informal Review shall be scheduled within 10 days of the receipt of a request and shall be conducted by a Reviewing Officer who is neither the person who made or approved of the decision under review or a subordinate of such person.

Before the review, the applicant has the right to review and copy (at their expense) any document to be used in support of the denial.

The applicant will be given the option of presenting oral or written objections to the decision in question. A notice of the Review Findings shall be provided in writing within 10 days of the review to the applicant and shall include a brief explanation of the reasons for the final decision.

RESTRICTIONS ON ASSISTANCE FOR NON CITIZENS

The informal hearing provisions for denial of assistance on the basis of ineligible immigration status are contained in 24 CFR 812.9.

B. APPEALS BY PARTICIPANTS / INFORMAL HEARINGS

Appeals by participants of the PHA's Section 8 Existing Housing Program shall be handled as outlined in 24 CFR 982.555 by Informal Hearings.

All requests for Informal Hearings must be made within 10 days from the date of the PHA's written notification of a determination:

1. Of the family's annual of adjusted income, and use of such income to compute the housing assistance payments.
2. Of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule.
3. Of the family unit size under the PHA subsidy standard.
4. That a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the PHA subsidy standards, or the PHA determination to deny the family's request for an exception from the standards.
5. To terminate assistance for a participant family's action or failure to act.
6. To terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under these policies and HUD rules.

The Informal Hearing shall be scheduled within 10 days of the receipt of a request and shall be conducted by a Hearing Officer who is neither the person who made or approved of the decision under review or a subordinate of such person.

The Hearing will be scheduled within ten days of the request The family may examine and copy (at their expense) any documents directly related to the hearing If the PHA does not make a document available to the family, the PHA may not rely on the document at the hearing.

The PHA may request and must be given the opportunity to examine at the PHA office before the hearing any family documents that are directly relevant to the hearing. The PHA must be allowed to copy the documents at PHA expense. If the family does not make a document available for examination on request by the PHA, the family may not rely on the document at the hearing. A lawyer or other person may represent the family (at their expense).

The Hearing Officer will regulate the conduct of the hearing in an informal fashion. The PHA will present evidence and or witnesses to support the determination and then the family may question any witnesses of the PHA. The family will then present evidence and or witnesses and the PHA may question the family's witnesses if any. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The decision by the Hearing Officer will be based on the preponderance of evidence presented at the Hearing and will be a determination as to whether the PHA decisions relating to the circumstances precipitating the Hearing are in accordance with the law, HUD regulations, and PHA policies.

A notice of the Hearing Findings shall be provided in writing within 10 days of the hearing to the participant and shall include a brief explanation of the reasons for the final decision.

The PHA shall promptly send a letter to the participant if it determines the PHA is NOT bound by the Hearing Officer's determination. The letter shall include the PHA's reasons for this decision.

SECTION XXII: PROGRAM COST REDUCING MEASURES

Program Cost-reducing Measures that may be enacted to successfully and resourcefully assist the maximum, authorized number of individuals/families consist of the following:

1. Prorated housing assistance payments shall not be paid on behalf of participants who move into a new unit before the first of the month.
2. Housing assistance payments shall not commence prior to the first of the month. For instance: If Ms. Smith moves into a new unit on March 15, she will be responsible for the full prorated March rent amount – as her rental subsidy will not start until April 1.
3. Vouchers shall only be effective on the first of the month. If an applicant moves into the unit before the first of the month, for example, he/she is then responsible for the full rent amount.
4. Reasonable accommodations shall not be granted when it is reasonably determined, that the granting of such accommodations will most likely have a significant impact on current elderly and disabled program participants. A “significant impact” is defined as termination of assistance due to lack of sufficient voucher funds.
5. Issued vouchers that have not yet resulted in an executed Housing Assistance Payments contract shall be rescinded or suspended, if necessary, to avoid insufficient HAP funding.
6. Participating property owners’ requests for rent increases may be denied, if there is not sufficient funding to sustain increased Housing Assistance Payments.
7. The PHA may review owner rents, prior to the HAP contract anniversary date, to determine if the rents are rent reasonable. If any rent is determined to not be rent reasonable, the owner must reduce the rent to the reasonable amount or the HAP contract must be terminated. Following a 30-day written notice to the owner, rents shall be reduced by the first of the following month.
8. The PHA may request the owner to voluntarily agree to a temporary rent reduction or defer a rent increase to avoid termination of family assistance and HAP contract termination, even if the owner’s rent is reasonable. It is the owner’s option to agree to this request.
9. Where required, use of regulatory waivers to apply changes earlier than normally are allowed.

A. TERMINATION OF A HAP CONTRACT DUE TO INSUFFICIENT FUNDING/RESERVES

The HAP Contract states that “The PHA may terminate the HAP Contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.” When faced with the prospect of insufficient funding/reserves, despite cost-reducing measures described above, the Executive Director or their designee may initiate the following actions to bring program cost/spending into line with available revenue after a HUD analysis of PHA finances and PHA development of a plan to reduce costs via other means.

Actions taken may include:

1. Terminate HAP contracts for currently served households excluding elderly or disabled families.
2. Deny families permission to move to a higher cost unit within PHA jurisdiction.
3. Deny portability moves to a higher cost area.
4. Terminate households containing higher education adult participants.
5. Terminate assistance to households whose remaining members are adults that are non-elderly or non-disabled.
6. Terminate households with assets over \$10,000.00.
7. Terminate households where the adult members who are not elderly or disabled and are not working at least 20 hours per week.
8. Terminate households that owe money and have not returned the repayment agreement, or who are more than 30 days behind in their payment.

In the event of a funding shortfall, the PHA shall terminate assistance to those families who were most recently admitted to the program (last in-first out).

B. RESTORING RESCINDED OR SUSPENDED FROZEN SECTION 8 HCV VOUCHERS

Rescinded vouchers will be restored to applicants in the order that the voucher was issued as soon as federal Section 8 HCV funding becomes available – that is, vouchers issued first will be restored first.

SECTION XXIII: MISSED APPOINTMENTS

An applicant or tenant who fails to keep an appointment without notifying the PHA shall be sent a notice of denial or termination of assistance for failure to supply such certification, release, information or documentation as the PHA or HUD determines to be necessary (or failure to allow the PHA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

1. Personal declaration form
2. Full Application
3. Bringing in Verification Information
4. Voucher Briefing
5. Housing Quality Standards Inspection
6. Annual Reexamination
7. Interim Reexamination

If the applicant or tenant cannot make the appointment, they must re-schedule before the time of the appointment. The tenant or applicant will be warned that if he/she misses the second appointment they will be removed from the waiting list or terminated from the program. The applicant or tenant will be given an opportunity for an informal review or hearing, as appropriate.

If the tenant or applicant appeals a denial or termination letter for missed second appointment, an informal hearing or review must be scheduled. At that hearing or review, the tenant must submit acceptable documentation or evidence showing why he/she could not appear for the second appointment. If the documentation/evidence shows that the applicant or tenant could not have reasonably been expected to attend, another appointment should be scheduled.

No more than three appointments will be granted.

If the missed appointment was for a participant, the termination will be effective upon the first of the second month following the missed appointment (30+ days' notice).

SECTION XXIV: LETTERS MAILED BY THE PHA

If an applicant or participant claims they did not receive a letter mailed by the HA that requested that the applicant or participant provide information or attend an interview, the HA will determine if the letter was returned to the HA. If the letter was not returned to the HA, the applicant or participant will be assumed to have received the letter.

If the letter was returned to the HA and the applicant or participant can provide evidence, within the time limit for the appeal request, that they were living at the address to which the letter was sent, the decision to deny or terminate assistance will be reversed.

Applicants **must** notify Ark-Tex Council of Governments in writing if their address changes during the application process.

SECTION XXV: REPAYMENT AGREEMENTS

Repayment Agreement and Promissory Note are synonymous terms.

Repayment Agreements may be executed with families who owe the PHA money. For example, if a tenant did not report a change they were supposed to report, the PHA calculates a retroactive payment. The tenant is usually allowed to enter into a Repayment Agreement to pay the PHA back over a period of time.

There is no dollar amount limit for repayment. If the tenant enters into a Repayment Agreement and does not pay, the termination of assistance procedures identified in this document go into effect.

If the family starts paying on their Repayment Agreement and then stops paying on their Repayment Agreement, the family will be under the termination of assistance procedures above.

The PHA may deny the family issuance of a new Voucher to move to another dwelling unit if the family has an outstanding debt whether or not a repayment agreement is in effect.

The PHA must notify the family of the amount of its liability and inform them that their assistance will be terminated unless they enter into a repayment agreement.

Families who have an executed Repayment Agreement must pay their outstanding balance prior to the issuance of a Voucher or execution of a HAP Contract.

The PHA will not execute repayment agreements with applicants. Amounts owed to the PHA by applicants must be paid in full before the applicant is eligible to be placed on the waiting list.

SECTION XXVI: SUPERVISORY QUALITY CONTROL REVIEWS

The PHA will conduct supervisory quality control reviews for the following procedures:

- 1. Selection from the waiting list**
The Housing Director will conduct this review.
- 2. Rent reasonable determinations**
The Housing Inspector will conduct this review.
- 3. Determination of adjusted income**
The Housing Specialists will conduct this review.
- 4. HQS enforcement**
The Housing Inspector will conduct this review.
- 5. HQS inspections**
The Housing Inspector will conduct this review.

SAMPLING PROCEDURES:

The "Selection from waiting list" review will be done in March of each year. Since the permanent waitlist is arranged by date and time of application only, the Housing Director will pull a random sample from it of those applicants who were issued Vouchers or denied Section 8 assistance during the previous 12 months. The sample size will be determined by the number of applicants assisted and

denied during that 12 month period and will not be less than the number required by the HUD Section Eight Management Assessment Program (SEMAP) procedures

All the other supervisory reviews will be done on an ongoing basis each month. The Housing Specialists will use the monthly-generated list of participants scheduled for annual reexamination. Those families on the list will be designated as to whose unit passed HQS on the first annual inspection and whose unit did not. The Housing Director or his/her designee will perform a supervisory review for rent reasonable determinations, determination of adjusted income, HQS enforcement, and HQS inspections on the median family on the list from each designated pass or failed group. That would amount to a total of 24 families reviewed per year, which is within the sampling size required by SEMAP.

SECTION XXVII: OPERATING RESERVE EXPENDITURES

Without prior approval of the Board of Directors, no expenditures may be made from the Operating Reserve for other housing purposes if said expenditures would result in an Operating Reserve that is less than three months operating expenditures for HAP and administrative costs.

The PHA Board, as part of its approval, must make an affirmative determination that the expenditures are necessary and reasonable for other housing purposes consistent with the PHA's authorities under State and local law.

SECTION XXVIII: PROGRAM MANAGEMENT PLAN

A. ORGANIZATIONAL PLAN

The ATCOG housing division's main office is located at 4808 Elizabeth Street, Texarkana, Texas. This division is responsible for the operations of the Section 8 Existing Certificate, Moderate Rehabilitation and Voucher Programs among other housing related activities as may arise. Staff of the housing department consists of the following:

Executive Director

The Executive Director reports directly to the Board. Furthermore, the Executive Director is responsible for the following:

1. Maintains a working knowledge of all program rules and regulations, makes program policy interpretations, coordinates the development and implementation of specific, consistent procedures, and oversees their implementation.
2. Coordinates program staff recruitment with personnel including job description development, initial screening, interviewing, and making recommendations.
3. Supervises the program staff, including assignment of tasks, evaluation of performances, handling of employee relations, coordination with personnel, and other matters necessary to adequately complete program requirements.

4. Monitors and evaluates all program operation as they relate to production, quality, reporting, and all compliance requirements.
5. Coordinates the preparation and submission of all program area related documents, i.e., applications, plans, contracts, requests for proposals, program reports.
6. Coordinates the maintenance and updating of all program records and files and the collection and distribution of all program information.
7. Serves as contact person for the funding agency.
8. Coordinates preparation of program budgets and monitors status during program period.
9. Reviews and approves program expenditures.
10. Coordinates outreach functions to publicize and market the program.
11. Coordinates and assists in the development of training and technical assistance activities for staff, program participants, contractors, and service providers to assure delivery of a comprehensive service system.
12. Schedules and coordinates preparation for program staff meetings as required.
13. Serves program specific liaison function to advisory committees, scheduling meetings and preparing meeting documents as appropriate, and advises ATCOG Board as to program related matters when required.
14. Coordinates activities and consults with other agency staff as required.
15. Performs job specific functions related to the program such as performing periodic annual re-inspections with program staff, reviewing and initialing all housing subsidy payment checks prior to mailing, performs Housing Specialist functions within a designated area when required.

Housing Specialists

The Housing Specialists will serve a defined multi-county area, and will work primarily from strategically located field offices. The Housing Specialists will perform the role of a principal advisor and investigator for the applicant to achieve certification and will serve as the primary contact for landlords and tenants. Furthermore, the Housing Specialists will do the following:

1. Establish rental assistance contacts with local private sources, federal/state/local governmental agencies, and maintain contact with certified families to assist in finding rentals and perform follow-up income verification.
2. Complete briefings with tenants and landlords; oversee selection process; and monitor the housing market.
3. Assist families/landlords in completing official forms and give eligible families helpful hints in what to look for in a safe, sanitary, decent house.

4. Provide review and comment to local officials on quality of housing stock; availability of decent rentals; advise and assist property owners and home repair contractors in promoting preventative maintenance programs and high standards of housing comfort.
5. Have the primary function of overseeing field staff functions and dealing directly with tenants while assisting the Director, Housing Programs in contacts with elected officials, special groups, and property owners.
6. Cross check effectiveness of the housing assistance program in his/her respective jurisdiction and certify documentation, status board display, and performance evaluation.
7. Coordinate with local media with regard to news releases and direct public information actions to include advertisements, brochures, and posters for promotional purposes.

All public information activities are approved by the Executive Director.

Housing Inspector

1. Assures unit compliance with HUD Housing Quality Standards and ATCOG's Housing Administrative Plan requirements on Housing Quality Standards for all Section 8 units.
2. Advises property owners/managers on deficiencies to be corrected and amount of time allowed to correct deficiencies.
3. Coordinates inspection results with activities of Housing Specialists for stop payments, abated payments, interim and initial contract agreements.
4. Performs all inspections; i.e., initial, re-inspections and special inspections.
5. Assures rent comparability for all Section 8 units, conducting market information and housing inventory studies.
6. Updates the Rent Comparability Survey Book at least once a year.
7. Assists with locating available housing when requested by certificate/voucher holder.
8. Travels as necessary to carry out assigned functions.

Secretaries I

This position will assist in the processing of contracts and distribution to appropriate parties; provide assistance in compiling reports as directed by the Executive Director; and oversee file maintenance for the housing program in the central office.

Secretaries II

Secretaries will provide all clerical support activities needed to complete the process of assisting families participating in the housing programs. After the documentation for that participation is complete, the secretaries will forward files as needed to the central office and assist in file maintenance there as well as the provision of "working" files for the field offices, when appropriate.

B: OFFICE LOCATIONS

Because the Ark-Tex Council of Governments housing activities cover a large geographic area, a series of strategically located field offices will be maintained. The Ark-Tex Council of Governments will maintain scheduled office hours at the following locations and times:

<u>Main Office</u>	Monday-Friday
4808 Elizabeth St.	8:00 a.m. – 12:00 p.m.
Texarkana, TX	1:00 p.m. – 5:00 p.m.

The following offices are open during various hours; please call ahead to verify hours.

Lamar County
5210 SE Loop 286
(Workforce Center)
Paris, TX

Cass County
106 S. Howe
(Atlanta Housing Auth.)
Atlanta, TX

Franklin & Wood Counties
954 S. Kaufman
(Mt. Vernon H. A.)
Mt. Vernon, TX

Hopkins County
613 Gilmer St.
(Can Help Soc. Serv. Bldg.)
Sulphur Springs, TX

Red River County
308 N. Cedar
(DHS Facility)
Clarksville, TX

Morris County
Corner of Peters & Connors
(Daingerfield H.A.)
Daingerfield, TX

Delta County
200 W. Dallas
(Delta County Courthouse)
Cooper, TX

Camp & Titus Counties
1902 W. Ferguson Rd.
(Workforce Center)
Mt. Pleasant, TX

Upshur County
104 Circle Dr.
(Gilmer H. A.)
Gilmer, TX