



**HOUSTON**  
HOUSING AUTHORITY

**ADMINISTRATIVE PLAN  
FOR HOUSING CHOICE VOUCHER PROGRAMS**

**APPROVED BY HHA BOARD: SEPTEMBER 12, 2023**

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## **I. OVERVIEW OF THE PROGRAM AND PLAN**

The Section 8 Existing Housing (or Certificate) Program was created by the Housing and Community Development Act of 1974 and amended by the Housing & Community Development Act of 1981, the Housing Urban-Rural Recovery Act of 1983, and the Technical Amendments Act of 1984. In 1987 the Housing & Community Development Act created the Housing Voucher Program, and the Quality Housing & Work Responsibility Act of 1998 merged the certificate and voucher programs to create the Housing Choice Voucher Program, which has features of both its predecessor programs.

The Houston Housing Authority (the Authority), administers and manages the Housing Choice Voucher (HCV) Program, Moderate Rehabilitation Program, Single Room Occupancy (SRO), Disaster Voucher Program (DVP), and other special purpose voucher programs. In its administration of these programs HHA complies with all Federal, State and local housing laws including all Fair Housing and Civil Rights Law and Regulations.

The primary objectives of the HCV Program are:

- To provide eligible low-income families access to decent, safe, sanitary, and affordable rental housing;
- To provide these eligible households with housing choices; and
- To provide the opportunity to access neighborhoods which do not have concentrations of families by race, ethnicity or low income.

### **A. Moving to Work (MTW) Designation**

HHA entered into a Moving to Work (MTW) Amendment to the Annual Contributions Contract (ACC) with the United States Department of Housing and Urban Development (“HUD”). This MTW designation allows HHA to design and test innovative methods of providing housing and delivering services to low-income households in an efficient and effective manner.

HHA’s participation in the expansion of the MTW demonstration is governed by the MTW Operations Notice for the Expansion of the Moving to Work Demonstration as it is issued as it and may be amended in the future, or any successor notice issued by HUD. As a participant in the MTW demonstration, HHA must operate in accordance with the express terms and conditions set forth in the MTW Operations Notice.

The term of the amendment is for 20 years from the beginning of the HHA’s first full fiscal year following execution by HHA and HUD; or, until termination of the MTW amendment to the ACC, whichever is sooner.

As a participant in the MTW program, HHA is exempted from specific provisions of the Housing Act of 1937 (“the Act”) and its implementing regulations as specified in the MTW Operations Notice; however, HHA remains subject to all other applicable requirements including, but not limited to, those in Title 24 of the Code of Federal Regulations and Title 42 of the U.S. Code, Appropriations Acts.

HHA is part of MTW “Cohort #2” which involves a six-year evaluation of alternative rent policies designed to increase resident self-sufficiency and reduce administrative burdens. Under this activity, HHA will implement an income-based flat tiered rent model applicable to Housing Choice Voucher program

families who are randomly selected to participate in the MTW alternative rent evaluation initiative and assigned to the "Treatment" group.

## **B. Tiered Rent Policy**

HHA, as part of MTW Cohort #2, is required to apply MTW policies to specific groups of randomly selected program participants; herein referred to as the Treatment group; and conversely, cannot apply other MTW policies to randomly selected participants, herein referred to as the Control group. Finally, HHA has discretion to apply certain MTW policies to a third group of participants outside of the Treatment and Control groups, herein referred to as the Excluded group. Outlined below are the definitions of the participants who make up each of the aforementioned groups. The Admin Plan will identify the policies and related group for which the policy is applicable. Where there is no policy distinction, the policy applies to all groups. Applicable households who are part of RAD conversions to PBV may be assigned to the treatment or control group.

1. **Treatment Group**: Non-elderly, non-disabled households who were randomly selected, during the initial 12-month enrollment period, to have their rent calculated using the HHA's required Tiered Rent policy. This includes randomly selected existing participants as well as applicable, randomly selected new admissions during the initial enrollment period.
2. **Control Group**: Non-elderly, non-disabled households who were randomly selected to have their rent calculated in accordance with standard Housing Choice Voucher program regulations with no MTW waivers applied. Tiered Rent does not apply.
3. **Excluded Group**: The following households are in the excluded group:
  - a. All new admissions after the initial enrollment period.
  - b. Head, Co-Head, Spouse 56 years of age or older
  - c. Head, Co-Head, Spouse is disabled.
    - i. Household must meet the HUD definition of "disabled household" to be excluded and may self-certify that they have applied for Social Security (disability) for the head, co-head or spouse.
  - d. Households in the homeownership program
  - e. Current FSS participants
  - f. HCV zero HAP households (i.e., participants where no subsidy is being paid to a landlord on their behalf)
  - g. Special purpose vouchers
    - i. Veterans Affairs Supportive Housing (VASH)
    - ii. Mod Rehab (Certificate)
    - iii. Enhanced Voucher
    - iv. Shelter Plus Care
    - v. Family Unification Program (FUP)
    - vi. Foster Youth Initiative (FYI)
    - vii. Emergency Housing Vouchers (EHV)
    - viii. Mainstream

- ix. Tenant Protection Voucher (still under Enhanced Voucher requirements)
- h. Mixed eligibility families
- i. Households receiving Earned Income Disregard (EID) at RA
- j. Households living in developments that underwent a PBRA RAD conversion (not excluded if PBV conversion)
- k. Households in phase-in period under RAD protections
- l. Port-outs
- m. Port-ins (Administered)
- n. Households who are not yet indicated as disabled according to HUD definition, but:
  - i. Have been approved to receive SSI/SSDI but have not yet received first payment
  - ii. Have a pending SSI/SSDI application in (applied recently and waiting to learn of approval status)

If a household is assigned to the tiered rent rules group but then subsequently becomes disabled (meets HUD definition of disabled) HHA can switch the household to the standard rent rules.

Where special purpose vouchers are concerned, HHA will apply MTW policies to the extent that such policies are not in conflict with the applicable NOFA. In the event of a conflict, the NOFA will govern. Families with special purpose vouchers are part of the Excluded group.

HHA may apply for waivers for VASH and Emergency Housing Vouchers in order to apply the MTW policies which are applicable to the Excluded group.

Tiered rent does not apply to the excluded group.

### **C. Purpose of the Administrative Plan**

The Administrative Plan establishes policies for those functions and operations that are not required by Federal regulations for the Housing Choice Voucher Program, the Moderate Rehabilitation Program and other special programs administered by the Authority. Moderate Rehabilitation Program policies are the same as those for the Housing Choice Voucher Program unless otherwise noted in this Administrative Plan. Policies related to the Authority's Family Self Sufficiency (FSS) Program are included in a separate document, the FSS Action Plan, and are not part of this document.

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

Only the Board of Commissioners of the Houston Housing Authority is authorized to approve changes to the Plan. The Authority is responsible for complying with all subsequent changes in HUD regulations and HHA's approved MTW policies pertaining to the programs administered by the Authority. When circumstances arise and are not addressed by provisions in this Plan they will be reviewed on a case-by-case basis.

### **D. Mission of the Houston Housing Authority**

The Mission of the Houston Housing Authority is to improve lives by providing quality, affordable housing

options and promoting education and economic self-sufficiency.

The Mission of the Authority's Housing Choice Voucher Program is to provide access to safe, decent and sanitary housing for lower-income persons through efficient management of the Program. The Program promotes economic upward mobility through the Family Self Sufficiency Program to help clients' transition from subsidized to non-subsidized housing.

#### **E. Statement of Local Objectives**

The Authority's objective is to provide a vehicle for prospective tenants who have a need for decent, safe and affordable housing, and property owners who have available units to come together in a manner beneficial to both parties.

#### **F. Housing Opportunity through Modernization Act of 2016 (HOTMA)**

On February 14, 2023, the Department of Housing and Urban Development (HUD) published a Final Rule in the Federal Register implementing Sections 102, 103, and 104 of the Housing Opportunity through Modernization Act of 2016 (HOTMA). The provisions under Section 103 are discussed in HHA's Admissions and Continued Occupancy (ACOP) Policy, as they relate to public housing residents. The provisions under Sections 102 and 104 are to be effective January 1, 2024, unless otherwise modified by HUD.

As of the date of this Administrative Plan, HHA is awaiting further guidance from HUD regarding the implementation of these provisions and related requirements. HHA has updated its policies throughout this Plan to incorporate HOTMA requirements according to applicable guidance that is available as of the date of this Plan. HHA will update this Plan and its policies as needed to reflect any subsequent guidance released by HUD pertaining to HOTMA, the Final Rule, and other related regulatory requirements. HHA will comply with the HOTMA Final Rule and all requirements, with the exception of policies that have been waived by HHA pursuant to an authorized and approved MTW Activity.

## **II. FAIR HOUSING AND EQUAL OPPORTUNITY**

### **A. Non-Discrimination**

The Authority affirmatively furthers Fair Housing in the administration of the program by complying fully with all federal, state, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing, and marketing the program to members of protected classes who are “least likely to apply”.

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

### **B. Complying with Civil Rights Laws**

Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in operating its programs. It is the policy of HHA to comply with all Civil Rights laws now in effect and subsequently enacted, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964
2. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
3. Executive Order 11063
4. Section 504 of the Rehabilitation Act of 1973
5. The Age Discrimination Act of 1975
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
7. Violence Against Women Reauthorization Act of 2013 (VAWA)
8. When more than one civil rights law applies to a situation, the laws will be read and applied together.
9. Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

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

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program.
2. Provide housing that is different from that provided to others.
3. Subject anyone to segregation or disparate treatment.
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program.
5. Treat a person differently in determining eligibility or other requirements for admission.



6. Steer an applicant or participant toward or away from a particular area based any of these factors.
7. Deny anyone access to the same level of services.
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
9. Discriminate in the provision of residential real estate opportunities.
10. Discriminate against someone because they are related to or associated with a member of a protected class.
11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

### **C. Providing Information to Families**

The HHA will ensure that families and owners are aware of all applicable civil rights laws. As part of the briefing process, the HHA will provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods.

The Housing Assistance Payments (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

#### **Discrimination Complaints**

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

### **D. Language Assistance Plan & Limited English Proficiency Policy**

HHA is committed to ensuring equal access to its programs and services by all residents, regardless of primary language spoken. Title VI and Executive Order 13166 require recipients of federal financial assistance to take reasonable steps to ensure meaningful access to their programs and services by Limited English Proficient (LEP) persons. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be considered LEP persons.

HHA's Language Assistance Plan defines HHA's approach to ensuring Title VI compliance with respect to LEP persons. HHA will periodically review and update this policy to ensure continued responsiveness to community needs and compliance with Title VI.

Further detail is available in [Appendix E: Language Assistance Plan & Limited English Proficiency Policy](#).

#### **E. Reasonable Accommodation for People with Disabilities**

A “reasonable accommodation” is defined as a change, modification, alteration or adaptation in a policy, procedure, practice, program, or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from, a program or activity.

Please see appendix, [Reasonable Accommodation Policy and Procedures](#).

#### **G. Violence Against Women Act (VAWA)**

Please see the appendix, [Violence Against Women Act \(VAWA\) Policy](#).

### **III. GENERAL ADMINISTRATIVE PROVISIONS**

#### **A. Program Integrity and Ethics**

##### **General Principles:**

1. HHA anticipates that the vast majority of families, owners, and HHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors.
2. To ensure that the HHA's HCV program is administered effectively and according to the highest ethical and legal standards, the HHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.
3. In addition to taking steps to prevent errors and program abuse, the HHA will use a variety of activities to detect errors and program abuse.

##### **Quality Control and Analysis of Data**

1. HHA reviews a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance.
2. HHA will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the HHA's error detection and abuse prevention efforts.
3. HHA will review all referrals, specific allegations, complaints, and tips from any source including, other agencies, companies, and individuals, to determine if they warrant investigation. In order for the HHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.
4. HHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

##### **Definitions**

A subsidy under- or overpayment includes:

1. An incorrect housing assistance payment to the owner,
2. An incorrect family share established for the family, and
3. An incorrect utility reimbursement to a family.

##### **Corrections**

1. Whether the incorrect subsidy determination is an overpayment or underpayment of subsidy, the HHA must promptly correct the HAP, family share, and any utility reimbursement prospectively.

##### **Timing of Corrections**

1. Increases in the family share will be implemented only after the family has received 30 days advanced notice.
2. Any decreases in family share will become effective the first of the month following the discovery of the error.

##### **Family Repayment**

1. In the case of family-caused errors or program abuse, the family will be required to repay any

excess subsidy received.

2. HHA may, but is not required to, offer the family a repayment agreement.
3. The family may neither move within the HHA's jurisdiction nor port out of its jurisdiction until HHA is repaid in full;
4. HHA will not reimburse the family for any underpayment of assistance when the underpayment is caused by the family.
5. If the participant refuses to enter into a repayment agreement with HHA, if HHA has agreed to this option, or if the amount owed exceeds Twenty-Five Hundred Dollars (\$2,500.00), the HCV housing assistance will be terminated.

#### Applicant or Participant Fraud or Program Abuse

An applicant or participant in the HCV program must not knowingly:

1. Make a false statement to the HHA [Title 18 U.S.C. Section 1001].
2. Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.552(c)(iv)].
3. Permit the use of the subsidized unit as a mailing address or an address for any driver's license, identification card, vehicle registration, or utilities for persons other than those listed in the household composition.

Any of the following will be considered evidence of applicant/participant fraud or program abuse:

1. Voluntary payment to the owner in excess of amounts authorized by the HHA for rent, security deposit, and additional services.
2. Offering bribes or illegal gratuities to the HHA Board of Commissioners, employees, contractors, or other HHA representatives.
3. Offering payments or other incentives to the owner or a third party as an inducement for the third party to make false or misleading statements to the HHA on the family's behalf.
4. Use of a false name or the use of falsified, forged, or altered documents.
5. Intentional misreporting of family information or circumstances (e.g. income, family composition).
6. Omitted facts that were obviously known by a family member (e.g., not reporting employment income).
7. Admission of program abuse by an adult family member.
8. HHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.

#### Owner Fraud or Program Abuse

1. An incorrect subsidy determination caused by an owner may be the result of an incorrect owner statement about the characteristics of the assisted unit (e.g., the number of bedrooms, which utilities are paid by the family).
2. Another type of owner program abuse is demanding a payment from a program participant that is greater than, or in addition to, the HHA's calculated participant payment.
3. It also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

#### Owner Reimbursement to the HHA

1. In all cases of overpayment of subsidy caused by the owner, the owner must repay to the HHA any excess subsidy received. HHA may recover overpaid amounts by withholding housing assistance payments due for subsequent months.

2. If the debt is large, the HHA may allow the owner to pay in installments over a period of time.

#### Prohibited Owner Actions

An owner participating in the HCV program must not:

1. Make any false statement to the HHA [Title 18 U.S.C. Section 1001].
2. Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
3. Any of the following will be considered evidence of owner program abuse:
  - a. Charging the family rent above or below the amount specified by the HHA;
  - b. Charging a security deposit other than that specified in the family's lease;
  - c. Charging the family for services that are provided to unassisted tenants at no extra charge;
  - d. Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit;
  - e. Knowingly accepting incorrect or excess housing assistance payments;
  - f. Offering bribes or illegal gratuities to the HHA Board of Commissioners, employees, contractors, or other HHA representatives;
  - g. Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the HHA; or
  - h. Residing in the unit with an assisted family.

#### Expectations about Staff Behavior

1. The responsibilities and expectations of HHA staff with respect to normal program administration are discussed throughout this plan.
2. HHA-caused incorrect subsidy determinations due to errors include:
  - a. Failing to correctly apply HCV rules regarding family composition, income, assets, and expenses,
  - b. Assigning the incorrect voucher size to a family, and
  - c. Errors in calculation of Annual Income, Adjusted Income or rent.
3. Any of the following will be considered evidence of program abuse by HHA staff:
  - a. Failing to comply with any HCV program requirements for personal gain;
  - b. Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant, participant, or owner;
  - c. Seeking or accepting anything of material value from applicants, participating families, vendors, owners, contractors, or other persons who provide services or materials to the HHA;
  - d. Disclosing confidential or proprietary information to outside parties;
  - e. Gaining profit as a result of insider knowledge of HHA activities, policies, or practices;
  - f. Misappropriating or misusing HCV funds;
  - g. Destroying, concealing, removing, or inappropriately using any records related to the HCV program; or
  - h. Committing any other corrupt or criminal act in connection with any federal housing program.

#### Repayment to the HHA because of HHA Error

Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by HHA staff.

HHA must reimburse a family for any underpayment of subsidy, regardless of whether the underpayment was the result of staff-caused error or staff or owner program abuse. Funds for this reimbursement must come from the HHA's administrative fee reserves.

#### Fraud Recoveries

1. HHA may retain a portion of program fraud losses that the HHA recovers from a family or owner through litigation, court order, or a repayment agreement.
2. HHA must be the principal party initiating or sustaining the action to recover amounts due from tenants that are due as a result of fraud and abuse. In such cases, the HHA is permitted to retain the greater of:
  - a. 50 percent of the amount it actually collects from a judgment, litigation (including settlement of a lawsuit) or an administrative repayment agreement, or
  - b. Reasonable and necessary costs that the HHA incurs related to the collection, including, but not limited to costs of investigation, legal fees, and agency collection fees.

The family must be afforded the opportunity for an informal hearing in accordance with requirements in 24 CFR 982.555.

If HUD incurs costs on behalf of the HHA related to the collection, these costs must be deducted from the amount retained by the HHA.

### **B. Privacy Rights of Clients**

All adult members of applicant and participant families are required to sign the Authorization for the Release of Information/Privacy Act Notice (form HUD-9886) and other required release forms authorizing HUD and HHA to request and obtain information needed to make eligibility and rent determinations. HHA is required to protect the information it obtains in accordance with all state and federal privacy laws. Requests for information from an outside party must be accompanied by a written Release of Information Request signed by the applicable party in order for the Authority to request or release any information involving an applicant or participant, unless disclosure is authorized under federal or state law. The Authority may release information requested by court subpoena.

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

HHA is required to verify information on income, qualification for deductions from income and preferences.

### **C. Legal Jurisdiction of the HHA's Programs**

The Authority's area of operation is the area geographically defined as the Houston City limits and any area within five (5) miles of the territorial boundaries of the Houston City limits that is not within the territorial boundaries of another municipality with a Housing Agency that administers a Housing Choice Voucher Program.

#### **D. Compliance with Federal Rules and Regulations**

Issues not addressed in this document related to applicants, participants and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD handbooks, memoranda, circulars and notices, or other applicable law.

#### **E. Records Retention**

Files for past participants leaving the program will be retained in accordance with HHA Record Retention Policy.

#### **F. Eligible Types of Housing**

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

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

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

Certain housing units with medical services are eligible housing units under the Veterans' Administration Supporting Housing (VASH) program.

#### **G. Continuously Assisted Families**

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

Applicant households who applied for more than one Federal assistance program administered by HHA, who are determined eligible for one form of assistance and who remain in good standing, also retain their eligibility to be served with another form of Federal assistance when their name comes to the top of that program waiting list. At that time, the household's eligibility for another form of housing assistance is based on their eligibility at the time they applied for, and received, Federal housing assistance in the first program.

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

If a low-income public housing resident who was to be relocated using housing assistance under the housing choice voucher program moves temporarily to a shelter because of domestic abuse, the family could be deemed over-income and therefore ineligible when it was ready to be issued a housing choice voucher. However, the HHA's policy includes temporary residence in a shelter in its definition of "continuously assisted" and as a result the family would be eligible to receive the voucher despite its income.

#### **H. Management Assessment Objectives**

The Authority operates its housing assistance program with efficiency and uses resources in a manner that reflects commitment to quality and service. Since some of the MTW flexibilities make it difficult to accurately assess the performance of MTW agencies under the existing evaluation systems, HUD will develop an alternative, MTW-specific assessment system, which may be incorporated into SEMAP (or successor assessment system(s)). HUD may consider data provided through other HUD systems in its assessment of HHA's MTW agency's activities.

Where applicable and where there are no conflicts with MTW policies, HHA's practices are consistent with the goals and objectives of HUD SEMAP indicators.

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

#### **I. Affirmative Marketing & Outreach to Eligible Families**

The Authority reserves the right to open or close the lottery pool based on the supply of available vouchers and applicants. The Authority publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families.

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

#### **J. Owner Outreach**

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



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

The Authority continually makes personal contact with private property owners, property managers, and real estate agencies. Program requirements are explained and printed material is offered to acquaint the owner with opportunities available through the program. The Authority maintains a list of interested property owners and units available for the program, and prospective owners are sent an information packet. Upon receipt of an owner listing, the unit information is recorded in an automated database and made available to all applicants and participants.

The Authority will make an effort to contact and encourage local property owners with units specially designed or adapted for persons with mobility impairments and other disabilities and those who may be willing to adapt units to participate in the program. Whenever a property owner makes a unit available for the program, the Authority will inquire as to whether the unit is accessible and the extent of the accessibility.

#### **K. Owner Outreach in Low Poverty Areas**

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

HHA clearly delineates areas within its jurisdiction that HHA considers areas of poverty, minority concentration and high opportunity areas through periodic map reviews, production of new maps, and analysis of its jurisdiction. These documents are available at HHA's main office upon request.

The Authority provides the following to Housing Choice Voucher holders:

1. Information on general locations and characteristics of neighborhoods including: shopping centers, bus lines, etc.
2. A listing of available rental properties. The list, updated monthly, states: address, amenities, deposit information, etc. as provided by owners.
3. A list of properties/owners who accept Housing Choice Vouchers.
4. A description of portability provisions available in the Housing Choice Voucher program.
5. A map that identifies areas within the City of Houston and the Greater Houston Metropolitan Area that are areas of low poverty and minority concentrations.

#### **L. The Family Self Sufficiency Program**

The Family Self Sufficiency (FSS) program coordinates the delivery of assisted housing with existing supportive services such as medical assistance, education, job counseling, job training, child care and transportation. (For further information, please see the Authority's FSS Action Plan.)

#### **M. The Homeownership Program**

Policies related to the Authority's Home Ownership Program are included in a separate document, entitled, **HOMEOWNERSHIP PLAN**.

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

### **A. Eligibility**

To be eligible for admission, an applicant must meet HUD's criteria, as well as criteria established by the Authority.

HUD criteria for eligibility require that an applicant must:

1. Be a family, as defined at 24 CFR 982.201, and further in this Administrative Plan;
2. Be income eligible;
3. Disclose and provide Social Security numbers for every family and household member who is a U.S. citizen/national or who contends eligible noncitizen status;
  - a. Household members may not change their citizenship status in order to avoid complying with disclosing or documenting their Social Security number;
4. Have at least one member who is a U.S. citizen/national or an eligible immigrant;
5. Consent to HHA's collection and use of family information as provided for in HHA-provided consent forms;
6. Not currently be receiving a duplicative subsidy; and
7. Pass HUD's and the HHA's requirements related to the criminal history of adult family members, including:
  - a. No drug-related or violent criminal history during the past three years;
  - b. No one who is subject to a lifetime registration requirement under a state sex offender registration program;
  - c. No family member convicted of the manufacture of methamphetamines on the premises of assisted housing;
  - d. No other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; and
  - e. No other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of HHA (including, a HHA employee or a PHA contractor, subcontractor or agent).
  - f. The authority may consider all relevant circumstances in evaluating a decision to terminate or deny assistance.

HHA's additional criteria for an applicant to be eligible for the Housing Choice Voucher Program can be found below.

### **B. Definition of Family and Household**

Participation in the Housing Choice Voucher program requires the head of household to have the legal capacity to enter into a lease under State or Local laws. Applicants under the age of 18 must present court documents that demonstrate status as an "emancipated minor" at time of application.

The applicant must qualify as a family. A **"family"** consists of:

1. In a family with one individual, that person is the head of household. When there are two

adults, the family determines the head of household and the second adult may be the spouse of the head or co-head, or, if the other adult is not the spouse of the head or co-head can be a dependent, but only if that adult is a full-time student or a person with a disability.

2. A single pregnant woman is considered a two-person family for purposes of this program.
3. Children who are subject to a joint custody agreement and live in the unit at least 51% of the time will be considered family members. ("51% of the time" is defined as 184 days of the year, which do not have to run consecutively).
4. In a joint custody arrangement, if the minor is residing in the assisted unit less than 184 days per year, the minor will be considered an eligible visitor and not a family member (not on the lease). This means the minor may spend the amount of time in the home authorized in the custody arrangement.
5. A child who is temporarily away from the home because of placement in Foster Care is considered a member of the Family, if it can be verified that the child will be returned to the home.
6. Children who are away from home because they are attending school out of town will be considered family members, if it can be documented that they will be living in the household over summers and holidays.

#### Live-in Aide

A live-in aide is a member of the household, not the family, and the income of the aide is *not* considered in income calculations. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

#### Family Break-Ups

The HHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up. However, if a court determines the disposition of property between members of the assisted family in a divorce or separation decree, the HHA is bound by the court's determination of which family members continue to receive assistance.

1. When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date, if the waiting list is open.
2. If a family breaks up into two otherwise eligible families while receiving assistance, the Vice President of the Voucher Program may in limited circumstances, including matters consistent with the VAWA policy, issue a second voucher if removing a voucher would be detrimental to a family.
3. In the absence of a judicial decision, or an agreement among the original family members, the HHA will determine which family retains its placement on the waiting list, or which will continue to receive assistance taking into consideration the following factors:
  - a. The interest of any minor children, including custody arrangements;
  - b. The interest of any ill, elderly, or disabled family members;
  - c. Any possible risks to family members as a result of domestic violence or criminal activity; and
  - d. The recommendations, if any, of social service professionals.
4. If dependents are the only "remaining members of a tenant family" and there is no family member able to assume the responsibilities of the head of household, HHA reserves the right to admit an individual who is willing to assume the responsibilities of the head of household and who passes criminal history screening so that the dependents will not be forced to leave

their home.

Household Members (who are not Family Members)

An assisted household may include both family members (as described above) and household members, who do not meet the definition above but who are permitted to live in the unit, if approved by the Authority. Household members would include:

1. Live-in Aide, as defined in Part XII of this Administrative Plan;
2. Foster child or foster children;
3. Foster adult as defined in Part XII of this Administrative Plan;

When determining the unit size (number of bedrooms) for which a family qualifies, the Authority takes into account both family members and approved household members.

### **C. Income Eligibility**

To be income eligible, the family must qualify for any of the following categories:

1. Families admitted from the waiting list must be Very-Low Income or Extremely Low Income Families;
2. Low Income families who are continuously assisted in Public, Indian, or HCV housing;
3. Low Income families being relocated from the Authority's public housing pursuant to revitalization or redevelopment;
4. Low-Income non-purchasing families participating in a homeownership program; (lease-purchase);
5. Low-Income or Moderate-Income families displaced as the result of pre-payment of the mortgage or voluntary termination of an insurance contract on a project-based HUD- assisted development or a displaced family residing in a project subject to a resident homeownership program; or
6. Low income families/individuals being displaced from HCV project-based housing at the end of the term of the assistance contract.

For admission to the Housing Choice Voucher Program, a family must be income eligible in the area where the family initially leases a unit with housing assistance. A family porting into Houston must be eligible in Houston. A family porting out of Houston must be income eligible in the area where the family leases an assisted unit.

### **D. Income Targeting**

Each fiscal year, not fewer than 75 percent of the Authority's new admissions must have incomes at or below what constitutes Extremely Low-Income (ELI). For the Moderate Rehabilitation Program, not less than 40 percent of new admissions to a specific project must have incomes at or below what constitutes ELI.

Definition of Extremely Low-Income: The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater whose incomes do not exceed the higher of—

- '(i) the poverty guidelines updated periodically by the Department of Health and Human Services under the authority of section 673(2) of the Community Services Block Grant Act applicable to a family of the size involved (except that this clause shall not apply in the case of public housing agencies or projects located in Puerto Rico or any other

territory or possession of the United States); or

- “(ii) 30 percent of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families (except that the Secretary may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes).”

#### **E. Family Social Security Numbers**

Families are required to provide Social Security Numbers for all family members ages 6 and older prior to admission, or to certify that members have no Social Security Numbers. Failure to furnish verification of social security number is grounds for denial/termination of assistance. A valid Social Security card issued by the Social Security Administration or an original letter to the family from the Social Security Administration in which the number is indicated is acceptable verification. If a family member has applied for, but not yet received a Social Security Card, official verification from the Social Security Administration of the application for a social security card that lists the social security number will be accepted. The family must provide the Authority with the social security card at the time of receipt or at the next annual re-certification. Any family members that do not have social security numbers will be required to certify to that fact.

#### **F. Citizenship and/or Eligible Immigration Status**

To receive assistance, a family member must be a U.S. citizen or eligible immigrant. Eligible immigrants are persons who are in one of the immigrant categories specified by HUD. Every family member must provide sufficient information to enable the Authority to determine citizenship or eligible immigration status in accordance with HUD regulations. Citizens may certify to their status, but the HHA is required to verify through the United States Citizenship and Immigration Service (USCIS) the status of all persons claiming to be eligible immigrants. The status of each member of the family is considered individually before the family’s status is defined for this reason. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are “mixed families” and assistance is pro-rated by dividing the number of eligible members by the total number of members.

For this eligibility requirement only, the applicant is entitled to a hearing if they are denied housing assistance based on their citizenship status.

#### **G. Suitability of Participant**

As required by HUD, the Authority screens all applicants for criminal history that is a threat to others, for drug related criminal history and for current use of illegal drugs or alcohol abuse that interferes with lease compliance.

The Authority does not screen for factors related to the suitability of the applicant family as tenants. Such factors include (but are not limited to) prior rent paying history, outstanding debts owed to previous owners (unless owed to the Authority), ability to get utilities connected in the tenant’s name, etc. The Authority encourages potential owners to screen applicants to determine suitability as a tenant utilizing credit history investigation, reviewing previous rental references, and/or

performing a home visit. The owner may not discriminate on the basis of race, religion, sex, color, national origin, disability or familial status.

#### **H. Limitations on Assets**

Upon implementation of the HOTMA Final Rule, assistance under the HCV program may not be provided either initially or upon reexamination of family income if:

1. The family's net assets (as defined in § 5.603 and the [DEFINITIONS](#) section of this Plan) exceed \$100,000, or as determined by HUD and adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; and/or
2. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy by the family as a residence.

A property will be considered *suitable for occupancy* unless the family demonstrates that the property:

- a. Does not meet the disability-related needs for all members of the family (*e.g.*, physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation);
- b. Is not sufficient for the size of the family;
- c. Is geographically located so as to be a hardship for the family (*e.g.*, the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by HHA or owner);
- d. Is not safe to reside in because of the physical condition of the property (*e.g.*, property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
- e. Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

This real property restriction does not apply to:

- a. Any property for which the family is receiving assistance under 24 CFR 982.620 or under the Homeownership Option in 24 CFR Part 982;
- b. Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
- c. Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking as defined in 24 CFR 5, Subpart L; or
- d. Any family that is offering such property for sale.

HHA may establish exceptions to this policy according to family type and/or circumstance and in accordance with the Final Rule and any related guidance. These exceptions may be based on different factors, such as age, disability, income, the ability of the family to find suitable alternative housing, and whether supportive services are being provided.

Further, HHA may delay the initiation of termination proceedings of a family based on noncompliance under this provision, unless it conflicts with other provisions of law, for a period not to exceed six

months.



## V. ADMISSION

### A. Introduction

As required by HUD, the Authority screens all applicants for criminal history that is a threat to others, for drug related criminal history and for current use of illegal drugs or alcohol abuse that interferes with lease compliance.

HHA administers and manages the Housing Choice Voucher Program, Moderate Rehabilitation Program, Single Room Occupancy (SRO) Program, and other HCV Special Programs. HHA may admit a participant to these programs either as a waiting list admission or a special admission.

### B. Local Preferences for Admission

All local preferences for admission are contingent upon HUD funding.

When the HHA waiting list is closed, HHA may leave the waiting list open only for the population qualified for a particular preference and continue to accept applications only from applicants that qualify for that preference, while keeping it closed for all other applicants.

#### Homeless Preference for Admission

HHA has established a preference for homeless applicants on its waiting list who meet the criteria listed below. The homeless preference is limited to an established number of vouchers, as determined by HHA, and according to the following thresholds:

- **On an annual basis:** Beginning on January 1, 2024, and at the start of each calendar year thereafter, HHA will make available up to 250 vouchers for applicant households who qualify for the homeless preference, as described below.
  - HHA reserves the right to adjust this number as needed to reflect local needs and priorities and/or as needed to achieve voucher and funding utilization targets.
  - The number of vouchers dedicated to this preference will reset each calendar year (i.e. unused vouchers from prior years will not roll over to the next calendar year).
  - To establish the annual number of vouchers allocated to this preference, HHA will review the projected number of tenant-based vouchers to be issued during the upcoming calendar year. If the maximum 250 vouchers is projected to exceed 25% of HHA's projected voucher issuances during the upcoming calendar year then HHA will adjust the annual amount such that it does not exceed 25% of tenant-based voucher issuances. For example, if HHA projects to issue 500 vouchers during the calendar year, then HHA will adjust the maximum 250 vouchers to no more than 125 vouchers annually.
- **One-time allocation:** In addition to the annual allocation listed above, pursuant to Board Resolution #2729 issued and adopted May 7, 2014, HHA established a one-time allocation of 450 vouchers to be made available for applicants qualifying under the homeless preference, as described below.
  - HHA will continue to lease vouchers from the homeless preference applicant pool until 450 vouchers have been leased to eligible applicants.

- The authority for this one-time allocation will expire once 450 total vouchers have been leased to qualifying applicants under this preference.

To qualify for the homeless preference applicant households must meet all of the following criteria:

1. Meet the federal definition of homeless;
2. Are referred by HHA to a homeless service provider (or referred to HHA by a homeless service provider) with whom HHA has executed a Memorandum of Understanding (MOU) outlining the provider's responsibilities with respect to confirming the referred household meets the federal definition of homeless and their provision of housing search assistance and supportive services for the referred household;
3. Have received a written commitment from the referring homeless service provider for housing search assistance;
4. Have received a written commitment from the homeless service provider for supportive services to help the household's transition from homelessness to permanent housing; and
5. Have received a written commitment from the homeless service provider for supportive services to help the household comply with Housing Choice Voucher program rules.

This preference shall be limited to applicants referred by HHA to a homeless service provider, or who have been referred to HHA by the identified homeless service provider and have been certified as meeting the criteria for this preference by the homeless service providers noted above. While a referral from the homeless service provider is allowed for this preference, use of the offered supportive services is not a requirement. The choice of the applicant to refuse the offered services will not jeopardize any housing assistance for which they are eligible.

HHA will execute a MOU with one entity representing a coalition of homeless service providers that will serve as the primary point of contact for communicating homeless referrals to HHA. HHA reserves the right to establish additional MOUs as necessary to ensure that homeless applicants have the opportunity to apply for housing assistance under this preference. Persons transitioning out of Shelter Plus Care/Supportive Housing Programs/Supported Housing Programs/Rapid Re-Housing/HOME TBRA other federal or local programs into permanent housing will be included as a priority group as part of this preference. These are applicants that were previously homeless prior to entry into a PSH program but who no longer require that level of supportive services.

If it is determined that an applicant referred by a homeless service provider, as described above, does not meet the criteria described therein, the applicant will not receive the preference and:

- If the applicant was only on the HCV waiting list because of the homeless referral, the applicant will be removed from the HCV waiting list.
- If the applicant was on the HCV waiting list through the regular application process, the applicant will return to their position on the waiting list without the homeless preference.

If the HHA cannot verify an applicant's preference claim, HHA will notify the applicant and referring service provider in writing, including the reason(s) for the rejection of the preference.

#### Transition Age Youth (TAY) Aging out of Foster Care Preference for Admission

Each year HHA gives a preference to no more than 75 Transition Age Youth (TAY) applicant households who have aged out of Foster Care.

Each year HHA gives a preference of up to 75 applicants meeting all of the following criteria:

1. Applicant must be TAY Aging out of Foster Care;
2. Are referred to HHA by a service provider with whom HHA has executed a Memorandum of Understanding (MOU) outlining the provider's responsibilities with respect to the provision of supportive services for the referred household; and
3. Have received a written commitment from the service provider for supportive services for a minimum of one-year to help the household's transition from foster care to permanent housing.

Applicants shall first be referred to these providers who will then provide a certified referral to HHA.

#### FUP/FYI Youth Preference for Admission

HHA will give preference to households participating in the FUP and/or FYI programs who have reached the end of the 36-month term of the program (or 60 months, if eligible and approved for an extension) if they will lack adequate housing due to expiration of the FUP or FYI voucher. Receipt of a voucher under this preference is subject to funding availability.

#### Homeownership Preference for Admission

HHA will give preference for up to 20 applicants each year who are HHA-assisted public housing residents, have successfully completed their Contract of Participation (COP) under HHA's Family Self-Sufficiency (FSS) program, and wish to participate in the Housing Choice Voucher Homeownership Program. Applicants to the program must be in good standing, and meet all requirements of the homeownership program. Receipt of a voucher under this preference is subject to funding availability.

#### Reentry Resource Program Preference for Admission

HHA will give preference for up to 10 vouchers per year for applicants who have been referred to HHA by a partnering agency that assists households who are transitioning out of correctional institutional settings with reentry and integration services. Applicants must be referred to HHA by a provider with whom HHA has executed a Memorandum of Understanding (MOU) outlining the provider's responsibilities with respect to the provision of housing search assistance and supportive services for the referred household. Receipt of a voucher under this preference is subject to funding availability.

#### Mainstream Preference for Admission

On September 4, 2018, HUD awarded HHA with 99 Mainstream vouchers, provided through the HUD's Section 811 Mainstream Housing Choice Voucher Program. These Mainstream vouchers assist non-elderly persons with disabilities who are transitioning out of institutional or other separated settings; at serious risk of institutionalization; homeless; or at-risk of becoming homeless.

The Mainstream Housing Opportunities for Persons with Disabilities (Mainstream) Program is a targeted voucher program for families with disabilities to allow such persons to rent affordable private housing.

This preference is specifically for non-elderly persons with disabilities who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless. For this preference, HHA adheres to the definitions of transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless that is outlined in the FR-6100-N-43.

In the context of eligibility under this preference Non-elderly person with disabilities will be defined as follows:

A person 18 years of age or older and less than 62 years of age, and who:

1. Has a disability, as defined in 42 U.S.C. 423;
2. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - a. Is expected to be of long-continued and indefinite duration;
  - b. Substantially impedes his or her ability to live independently, and
  - c. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
3. Has a developmental disability as defined in 42 U.S.C. 6001.

In the context of eligibility under this preference HHA defines an Eligible household as: A household composed of one or more non-elderly person with disabilities, which may include additional household members who are not non-elderly persons with disabilities. A household where the sole members is an emancipated minor is not an eligible household.

Each year HHA gives a preference to no more than 100 applicant households meeting all of the following criteria:

1. Households who meet the definition of Non-elderly person with disabilities as described above;
2. Households who have been certified by a service provider with whom HHA has executed a Memorandum of Understanding (MOU) as transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless;
3. Are referred to HHA by a service provider with whom HHA has executed a Memorandum of Understanding (MOU) outlining the provider's responsibilities with respect to the provision of housing search assistance and supportive services for the referred household;
4. Have received a written commitment from the referring homeless service provider for housing search assistance;
5. Have received a written commitment from the service provider for supportive services to help the household's transition from homelessness and/or housing instability (as defined above) to permanent housing; and
6. Have received a written commitment from the service provider for supportive services to help the household comply with Housing Choice Voucher program rules.

This preference shall be limited to applicants who have been certified as meeting the criteria for this preference by the service providers noted above. Applicants shall first be

referred to these providers who will then provide a certified referral to HHA. If it is determined that an applicant referred by a service provider, as described above, does not meet the criteria described therein, the applicant is removed from the waiting list, but retains their place on any HHA waiting lists they were on prior to their referral by the service provider.

If the HHA denies an applicant's preference claim, HHA notifies the applicant and referring service provider in writing, including the reason(s) for the preference denial.

#### *Families who are Involuntarily Displaced by Government Action*

An applicant qualifies for this preference on the basis of involuntary permanent displacement if the applicant has been or will be involuntarily permanently displaced within no more than six months from the date of preference status certification or verification.

An applicant is or will be involuntarily and permanently displaced if the applicant has vacated or will have to vacate a unit owned by HHA or another unit where the applicant lives because of activities carried on by Houston Housing Authority in connection with public improvements or development program.

#### *Public Housing Families Approved for Certain Transfers*

HHA public housing families approved for Category 1 Management Initiatives transfers pursuant to HHA's Public Housing Admissions and Occupancy Policy (ACOP) may be provided with a preference for a voucher when other appropriate housing options are not available within the public housing inventory. In addition, eligible public housing families who are under-housed and have been approved for a Category 2 transfer pursuant to the ACOP and that have not been or will not be transferred to an appropriately sized unit within a reasonable time may be provided with a preference for a voucher. Generally, reasonable time to wait for a transfer would be less than one year. Priority will be given to under housed families in the largest units (5 Bedrooms) first and then to Four bedrooms and continuing to progressively smaller units.

#### *Special Cooperation with States Attorneys and/or Law Enforcement Agencies To Relocate Households*

HHA from time to time may cooperate with states attorneys and/or law enforcement agencies to relocate households eligible for rent assistance for protection of potential witnesses. Such action will be taken with administrative discretion and approval of the Authority's Board of Commissioners. An example of such action may include but not necessarily be limited to, a household whose member(s) has extended them self in the public interest which placed them in personal jeopardy.

### **C. Tenant-Based Assistance Waiting List Admissions**

Except for special admissions, all voucher program participants will be selected from the Tenant-Based Assistance Housing Choice Voucher Program waiting list.

The Authority utilizes a lottery system for admission to the Program. Applications for the Program are taken only when the lottery pool is open. To reach potentially eligible families, HHA will advertise the opening and closing of the lottery pool through a wide variety of sources including daily and local newspapers, minority media, service agencies, and broadcast media. Once the pool has closed, applicants will be selected from the pool by lottery and placed on the waiting list in order of their

selection.

Order of Selection from the Tenant-Based Assistance Waiting List

Lottery applicants are randomly assigned a lottery number and placed on the waiting list in number order. Lottery applicants are selected from the waiting list in numerical order from lowest to highest.

**D. Special Admissions**

Admission to Special Programs with Separate Waiting Lists

Since HUD has awarded HHA program funding that is targeted for families living in Mod. Rehab., VASH and SRO units, HHA uses the assistance only for the families qualifying for these programs.

**HHA maintains separate waiting lists** for the following special programs:

1. Moderate Rehabilitation: HHA uses a separate waiting list for admission to its Moderate Rehabilitation program.
2. Project-Based Vouchers: HHA uses a separate waiting list for admission to its Project-Based Voucher Program. To establish the PBV waiting list, HHA offered to place applicants who were listed on the tenant-based assistance waiting list on the project-based assistance waiting list.
  - a. The HHA may establish separate waiting lists for PBV units in individual projects or buildings (or for sets of such units) or may use a single waiting list for the whole PBV program. In either case, the waiting list may establish criteria or preferences for occupancy of particular units.
  - b. In selecting families, the HHA will give preference to disabled families who need services offered at a particular project in accordance with HUD regulations.
  - c. In selecting families for PBV units that serve for homeless individuals, the HHA will give preference for families who qualify as homeless as described above in Section B. HHA may utilize other preferences for individual PBV developments, including homeless preferences other than those described in Section B, provided that these preferences are approved by HHA as part of the review and approval of the projects tenant selection plan. HHA may accept referrals directly from PBV project owners and may, subject to inclusion in the project's tenant selection plan, require applicants to have their eligibility for a PBV project's preference reviewed and certified by the project owner or other authorized representative. In such cases, the applicant will be referred to the PBV project for initial determination of preference status. The PBV owner will provide documentation to HHA of the applicant's preference eligibility determination for PBV applicants.

The waiting list for families eligible to participants in any of these special programs (Moderate Rehab, Family Unification, Mainstream Program, Project-Based Vouchers) may be opened by the Authority following a public notice.

If the HHA's waiting list for tenant-based assistance is open when an applicant is placed on the waiting list for the PHA's public housing program, project-based voucher program or moderate rehabilitation program, the HHA will offer to place the applicant on its waiting list for tenant-based assistance.

Similarly, if HHA's waiting list for its public housing program, project-based voucher program or moderate rehabilitation program is open when an applicant is placed on the waiting list for its tenant-based program, and if the other program includes units suitable for the applicant, the HHA will offer to place the applicant on its waiting list for the other program.

#### Non-Waiting List Special Admissions

Non-Waiting List admissions are permitted under certain specific circumstances.

#### Assistance Targeted by HUD

HHA will admit a family that is not on the waiting list, or without considering the family's waiting list position in the circumstances described below. HHA will maintain records showing that the family was admitted with HUD-targeted assistance.

HHA will consider special admission for families that:

1. Are displaced because of demolition or disposition of a public housing project; or
2. Are residing in a multifamily rental housing project when HUD sells, forecloses, or demolishes the project; or
3. Are residing in housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990 (41 U.S.C. 4101 et seq.):
  - a. A non-purchasing family residing in a project subject to a homeownership program (under 24 CFR 248.173); or
  - b. Family displaced because of mortgage prepayment or voluntary termination of a mortgage insurance contract (as provided in 24 CFR 248.165);
  - c. A family residing in a project covered by a project-based HAP contract at or near the end of the HAP contract term; and
  - d. A non-purchasing family residing in a HOPE 1 or HOPE 2 Project.

#### Continuously Assisted Families

HHA will also consider special admission for families that:

1. Are being relocated from the Authority's public housing properties or Low Income Housing Tax Credit properties in which HHA is participating that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation or who are being relocated pursuant to agreements already in place between HHA and the tax credit property ownership entity; or
2. Have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that the HAP contract be cancelled; or
3. Are receiving assistance in a SRO or Mod Rehab program and the owner of the program intends to opt out, not renew, or reduce the program size.

A family qualifies for special admission when they receive notice that they will have to move for one of the three reasons cited above. These categories have equal weight and eligible families will be issued vouchers in an order based on the date on which they receive notice to move.

#### Special Purpose/Targeted Vouchers

When HUD awards HHA assistance for a specified category of families on the waiting list, HHA will select families in the specified categories. HHA will carefully observe the tenant selection and eligibility requirements for targeted vouchers as indicated in the Notice of Funding Available (NOFA),

HUD award letter, and HUD regulations.

Depending on funding awards and agency designation, HHA's special purpose/targeted vouchers may include:

1. Family Unification Program Vouchers: HHA will select from the Tenant-based Assistance Waiting List. The Family Unification Program (FUP) is a program under which housing assistance is provided under the Housing Choice Voucher (HCV) program in partnership with Public Child Welfare Agencies (PCWAs) to two groups:

1. Families for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care; or the delay in the discharge of the child, or children, to the family from out-of-home care; and

2. Youth at least 18 years and not more than 24 years of age (have not reached their 25th birthday), who left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act, and are homeless or are at risk of becoming homeless at age 16 or older. As required by statute, a FUP voucher issued to such a youth may only be used to provide housing assistance for the youth for a maximum of 36 months.

At Risk of Becoming Homeless refers to the population included in the definition of the term "At Risk of Becoming Homeless." at 24 CFR 578.3

Lack of Adequate Housing means:

- A family or youth is living in dilapidated housing;
- A family or youth is homeless;
- A family or youth is living in an overcrowded unit;
- A family or youth is living in a unit where the presence of a household member with certain characteristics (i.e., conviction for certain criminal activities) would result in the imminent placement of the family's child, or children, in out-of-home care; or the delay in the discharge of the child, or children, to the family from out-of-home care; or
- A family or youth is living in housing not accessible to the family's disabled child or children, or to the youth, due to the nature of the disability.

Each year HHA gives a preference to no more than 100 applicant households meeting all of the following criteria:

1. Families and youths who have been certified by the PCWA as eligible for the FUP program stated above;
2. Are referred to HHA by a service provider with whom HHA has executed a Memorandum of Understanding (MOU) outlining the provider's responsibilities with respect to the provision of housing search assistance and supportive services for the referred household;
3. Have received a written commitment from the referring homeless service provider for housing search assistance;



4. Have received a written commitment from the service provider for supportive services to help the household's transition from homelessness and/or housing instability (as defined above) to permanent housing; and
5. Have received a written commitment from the service provider for supportive services to help the household comply with Housing Choice Voucher program rules.

This preference shall be limited to applicants who have been certified as meeting the criteria for this preference by the service providers noted above. Applicants shall first be referred to these providers who will then provide a certified referral to HHA. If it is determined that an applicant referred by a service provider, as described above, does not meet the criteria described therein, the applicant is removed from the waiting list, but retains their place on any HHA waiting lists they were on prior to their referral by the service provider.

If the HHA denies an applicant's preference claim, HHA notifies the applicant and referring service provider in writing, including the reason(s) for the preference denial.

#### FUP Youth 36 Month Agreement

Each FUP eligible youth applicant will be required to sign the FUP 36-month agreement prior to leasing a unit under the program. This agreement states to the participant that their Housing Choice Voucher Program voucher has a maximum time period of 36 months. By signing the agreement, the participant agrees that voucher rental assistance will end at the end of the 36- month time period.

2. Veterans Affairs Supportive Housing (VASH): HHA accepts VASH applicants as referrals in the order received from the Veterans Affairs administration.
3. Money Follows the Person (MFP) Vouchers: In keeping with the Secretary of HUD's *Money Follows the Person* initiative, HHA has a preference for up to 100 vouchers plus 20 new vouchers per year to persons with disabilities who are currently living in institutional settings (e.g. nursing homes or assisted living facilities) who wish to return to the community.
  - a. Because this is a targeted initiative, HHA will issue vouchers to MFP applicants (1) until 100 individuals are housed, or (2) when a MFP designated voucher preference is not in use. To be eligible, the individual must be able (with or without assistance and reasonable accommodation) to comply with the family obligations of the Housing Choice Voucher Program.
  - b. This initiative does not limit access for other applicants with disabilities.
4. Non-Elderly Disabled: HHA has an allocation of 50 Non-Elderly Disabled (NED) vouchers which enable non-elderly disabled families to lease affordable private housing of their choice. Only income eligible families whose head of household, spouse or co-head is non-elderly (under age 62) and disabled may receive a NED voucher. Families with only a minor child with a disability are not eligible. HHA will select from the Tenant-based Assistance Waiting List.
5. Emergency Housing Vouchers (EHV): HHA was awarded 771 EHV vouchers to assist individuals and families who are homeless, at-risk of homelessness, fleeing, or attempting to flee, domestic

violence, dating violence, sexual assault, stalking, or human trafficking, or were recently homeless or have a high risk of housing instability. See [Emergency Housing Vouchers](#) for more information on this program.

#### *Order of Selection – Special Purpose Vouchers*

When HHA resumes voucher issuance after a funding shortfall, HHA will first issue vouchers to special purpose families (FUP, NED, and HUD-VASH) until HHA is assisting the required number of special purpose families.

### **E. Outreach to Potential Applicants before Opening the Waiting List**

Outreach to potential applicants may be conducted via:

1. Notice in newspapers of general and specific circulation;
2. Posting such notice in common areas in the Authority's Housing Choice Voucher Intake office;
3. Notice in minority media publications and other outlets in the Authority's jurisdiction;
4. Radio station announcements; or
5. Special advertising techniques designed to attract those members of protected classes determined to be least likely to apply.

The notice will state:

1. The date the lottery pool will open;
2. When and where to participate;
3. The submission method(s) for applications,
4. The date the lottery pool will close; and
5. The targeted group for the opening, if applicable; or
6. Selection preferences, if any, that will be used to select applicants from the list.

The lottery pool will be opened periodically based upon the sole discretion of the Authority and the need for program applicants. The pre-application to be completed and submitted by the applicant will contain the following information:

1. Name, age, gender, and relationship of all family members;
2. Current address and home, work and mobile telephone numbers of head of household, co-head and/or spouse;
3. Amount family income;
4. Whether the family contains a member with a disability;

It is expected that pre-applications will be accepted by one or more of the following methods: telephone, online, or by mail. Applicants with disabilities who might need assistance in applying may apply in person at the location and on the dates specified by the HHA. Applicants with disabilities may also request a reasonable accommodation.

### **F. Updating the Waiting List**

Applicants who have completed a preliminary application must inform the Authority of changes in family circumstances, including changes in household composition and address, and are responsible for responding to requests from the Authority to update information. Failure to provide information within the specified timeframe may result in the applicant being withdrawn from the waiting list.

## **G. Application Procedures**

1. Families will be admitted both from the waiting list and as special, non- waiting list admissions in accordance with all applicable HUD regulations.
2. The application process is accessible to those people who might have difficulty complying with the normal, standard HHA application process. This could include people with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP).  
HHA will provide reasonable accommodations to the needs of individuals with disabilities.
3. No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.
4. The HHA will conduct the lottery and assign lottery numbers within 15 business days of the closing of the lottery pool.
5. Placement on the waiting list does not confirm that the family is, in fact, eligible for assistance. A final determination of eligibility will be made at the time the family is selected from the waiting list.

## **H. Removal from the Waiting List**

Applications may be removed from the waiting list only if:

1. The applicant receives a Housing Choice Voucher;
2. The applicant does not respond to HHA within the required timeframe; or
3. HHA determines that the applicant is ineligible for the HCV program and either the informal review has been completed or the time to request an informal review has expired.

Applicants whose failure to respond to notices is verified to be related to a disability will be reinstated on the waiting list.

## **I. Denial of Admission**

HHA may consider all relevant circumstances in evaluating a decision to terminate or deny assistance, HHA may deny program assistance for an applicant for any of the following grounds:

1. The family does not meet eligibility requirements.
2. Any household member refuses to sign or submit consent forms.
3. Any adult member of the family has been evicted from federally assisted housing in the past 5 years, except that they would retain their eligibility in cases where they were evicted for non-payment of rent or utilities but they subsequently paid off their debt owed in its entirety,
4. If any member of the family has engaged in drug-related criminal activity or violent criminal activity within three (3) years of application processing.
5. Any adult member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
6. Any adult family member has committed fraud in connection with this program or any other Federal housing assistance program.
7. The family currently owes rent or other amounts to HHA or to another HHA in connection with HCV or Public Housing Assistance under the 1937 Act.

8. The family has engaged in or threatened abusive or violent behavior toward Authority personnel.
9. Any adult household member illegally possesses weapons.
10. HHA will immediately and permanently deny admission to the Housing Choice Voucher program; persons convicted of manufacturing or producing methamphetamine or any other narcotic in violation of any federal, state or local law in federally assisted housing.
11. Any family member is or becomes subject to a lifetime registration requirement under a state sex offender registration program.
12. Any adult family member engages in behavior in connection with the abuse of alcohol that would constitute a lease violation in current housing.
13. That an applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant

#### **J. Income Targeting Requirements**

HUD requires that extremely low-income (ELI) families make up at least 75% of the families admitted to the HCV program during the HHA's fiscal year. To ensure this requirement is met, HHA may skip non-ELI families on the waiting list in order to select an ELI family.

Low income families admitted to the program that are "continuously assisted" under the 1937 Housing Act, as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes.

## **VI. SUBSIDY STANDARDS, VOUCHERS & BRIEFING**

### **A. HHA Unit Size Subsidy Standards**

The following requirements apply when determining the unit size for which vouchers will be approved:

1. The subsidy standards must provide for the appropriate number of bedrooms needed to house a family without overcrowding and according to the requirements listed below.
2. The subsidy standards must be consistent with space requirements under the Housing Quality Standards (HQS) or other standards for housing integrity approved by HUD (i.e. National Standards for the Physical Inspection of Real Estate (NSPIRE)). The existence of a sleeping/living room will be considered for purposes of meeting inspections standards, but is not counted as a bedroom for purposes of issuing the voucher.
3. A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family's unit size, if it can be verified that the child will be returned to the family when suitable housing is available.
4. A family that consists solely of a pregnant woman must be treated as a two-person family.
5. Any live-in aide must be counted in determining family size.
6. Changes to a family's subsidy standard and voucher size will be applied at either the next regular recertification or move transaction.
7. For families who do not meet the occupancy standards at the time of the regular recertification or move transaction HHA will issue the household a Request For Tenancy Approval (RFTA) and leasing packet so that they may search for a new unit, as long as the family meets all other requirements to move.

### **B. HHA Subsidy Standards**

Voucher size will be determined using the following guidelines:

1. The Head of Household will be allocated their own bedroom, unless their spouse and/or romantic partner resides in the unit, in which case they are required to share the bedroom with their spouse and/or romantic partner.
2. Outside of the Head of Household, HHA will allocate one bedroom per every two persons in the household, regardless of age, gender, sex, or relationship of the household members.
3. Approved Live-In Aides will be allocated a separate bedroom. No additional bedrooms are provided for the attendant's family. A maximum of one bedroom per family will be allocated for live-in aides, even if the family has more than one aide.

Circumstances which might dictate an exception to the subsidy standards:

1. A reasonable accommodation to accommodate a person with a disability;
2. An elderly or disabled person who requires a Live-In Aide (as noted above).

The HCV program supervisor may make exceptions to the established subsidy standards if they determine that the exception is justified by the family's circumstances.

### **C. Unit Size Selected by Voucher Holder**

The family may select a dwelling unit of a different size than that listed on the voucher; however, the unit must meet housing quality standards and have a reasonable rent that results in the family paying no more than 40% of their monthly adjusted income towards rent and utilities. The unit must provide adequate space so that there are no more than two family members for each living or sleeping room in the unit.

The Housing Assistance Payment (HAP) is calculated using the lowest of the following: the Payment Standard for the voucher size issued to the family, the Payment Standard for the unit size leased by the family, and the lower of the utility allowance for the Voucher or the utility allowance for the actual unit, and dwelling's actual approved rent.

### **D. Updating Unit Size/Subsidy Standards Based on Changes in Family Circumstances**

At the family's regular recertification, HHA will review the voucher size assigned to the family. If the current voucher size is larger than the family is entitled to, HHA will issue a voucher of the appropriate smaller size to the family, and will use the lower payment standard to compute the family's housing assistance payment. If the current voucher size is smaller than the family is entitled to, HHA will issue a voucher of the appropriate larger size to the family. HHA will then determine the HAP.

### **E. Term of the Voucher and Extensions**

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. The rental housing unit must fall within the rent reasonableness limitations set by the Housing Choice Voucher Program; must meet HQS requirements; and the family share for rent and utilities may not exceed 40 percent of its adjusted income at the time of lease-up.

The initial voucher term will not exceed 120 calendar days. The family must submit a Request for Tenancy Approval that is complete and contains consistent information and a proposed lease within the 120-day period unless HHA grants an extension. The Vice President of the HCV program may make exceptions to the voucher term if the Vice President determines the exception is justified by the family's circumstances.

HHA will approve extensions in the following circumstances:

1. It is necessary as a reasonable accommodation for a person with disabilities.
2. It is due to reasons beyond the family's control, as determined by HHA. The following are examples of extenuating circumstances that HHA may consider in making its decision:
  - i. serious illness or death in the family,
  - ii. occurrence of a natural disaster, and
  - iii. whether the family size or other special requirement makes it difficult to find a unit. The presence of these circumstances does not guarantee that an extension will be granted. The authority reserves any and all rights to make decisions on extenuating circumstances as they are presented and based on a case by case basis.

3. The request for an extension to the voucher term has been made in writing and submitted to the Authority prior to the expiration date of the voucher (or extended term of the voucher). Any request for an extension must include the reason(s) an extension is necessary, as well as documentation to support the request.

The Authority will decide whether to approve or deny an extension request within a reasonable time from the date the request is received and will provide the family written notice of its decision.

It is the Authority's policy to suspend the term of the voucher, otherwise known as "freezing" and "tolling" the time from the date a Request for Tenancy Approval and proposed lease is accepted by the Authority until the date the Authority makes a final determination with respect to the Request for Tenancy Approval. At the time of the Authority's final determination, the amount of time of "tolling" gets tacked on to the voucher for voucher holders' remaining amount of time to search for housing.

#### **F. Applicant Briefings**

All families are required by both Federal Regulations and this Administrative Plan to attend a briefing before they are initially issued a Voucher. The Authority provides eligible households with information on all of the subjects required under 24 CFR §982.301. An applicant's intake briefing may only be rescheduled after the submission of a written request prior to his/her scheduled briefing, which must be approved by the Intake Department supervisor. An applicant's failure to participate in the scheduled briefing will 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.

## **VII. VERIFICATION**

### **A. Policy on Verification**

HHA verifies information that is used to establish the household's eligibility and level of assistance. HHA is required to obtain the household's consent to collect this information. Applicants and households must cooperate with the verification process as a condition of receiving assistance.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the record keeping policies established by HHA.

Where HUD's table of acceptable verification differs from HHA verification requirements, HHA verification requirements will apply.

### **B. Consent to Release of Information**

The household must supply any information that HHA or HUD determines is necessary to the administration of the program and must consent to HHA verification of that information.

It is required that all adult applicants and households sign all required release/consent forms as needed to collect information relevant to the household's eligibility and level of assistance.

If any household member who is required to sign a consent form fails to do so, HHA will deny admission to applicants or terminate assistance for existing households. The household may request a hearing in accordance with HHA's hearing procedures.

### **C. General Verification Requirements**

1. HHA may accept scanned documents from third parties.
2. Documents will be photocopied when not prohibited by law. When documents cannot be photocopied, staff certification forms noting the document viewed will be used by recording the source of information, the information obtained and signed/dated by the staff person who viewed the document.
3. HHA will document the file describing why a lower method of verification was used.
4. For income that is completely excluded pursuant to 24 CFR 5.609(c), HHA will rely only on self-certified information for verification
5. Print-outs from web pages are considered original documents.
6. Any household self-certifications must be made in a format acceptable to HHA. HHA may require that family self-certifications be signed in the presence of a HHA representative or Notary Public.
7. The cost of verification will not be passed on to the household.



8. For verification of wages using review of household provided documents, HHA requires 2 consecutive paystubs; however, HHA may request additional paystubs, i.e. if the pay frequency is irregular.
9. If a verifier provides a range of hours worked, HHA will use the average of the range to calculate income.

#### D. Substantial Difference

##### MTW Policy – All Groups

HHA will use a discrepancy threshold of \$5,000 per year to define a substantial difference.

If UIV/third-party information differs substantially from household provided information, HHA reserves the right to request additional verification information and use any other verification method in priority order to reconcile the difference

#### E. Hierarchy of Verification

##### MTW Policy – All Groups

After EIV and UIV, HHA will rely on any of the third-party verification methods before accepting self-certification. In order of priority, the forms of verification HHA will use, are as follows:

Level	Verification Technique	Ranking
4	Upfront Income Verification using HUD's EIV and IVT	Highest (Mandatory)
3	Upfront Income Verification using non-HUD system	Highest (Optional) For example, The Work Number
2	Written Third Party Verification; Written Third Party Verification Form; or Oral Third Party Verification	High (Mandatory) <ul style="list-style-type: none"> <li>• Supplements EIV and UIV</li> <li>• Also used for: <ul style="list-style-type: none"> <li>○ Non-EIV/UIV reported income sources</li> <li>○ Disputes of EIV reported information</li> </ul> </li> </ul>
1	Self-Certification	High (Optional) <ul style="list-style-type: none"> <li>• To supplement EIV when EIV reported sources do not contain verification of the full retrospective period where applicable; or</li> <li>• When tenant cannot produce written third party verification documents.</li> </ul>

#### F. Age of Verification Documents

##### MTW Policy – All Groups

Verification documents are valid per the guidelines below.

- Applicants: Verifications may not be dated more than 180 days from the date of voucher issuance or the public housing lease effective date.
- Participants: Verifications for reexaminations may not be dated more than 180 days from the effective date of the transaction.
- Fixed Sources of Income: Verification documents for fixed income sources will be valid for the full calendar year in which the income is effective. For example, if a SS benefit letter is dated February 1, 2022, that benefit letter will be valid for any certification with an effective date in 2022.

## **G. Enterprise Income Verification (EIV) System**

HHA will use HUD's EIV system as a third-party source to verify tenant employment and certain income information during regular recertifications of household composition and income and/or as needed.

### Income Validation Tool (IVT)

The IVT report facilitates and enhances identification of unreported or under-reported income during interim and regular reexaminations. The IVT also provides income and wage, unemployment compensation and SSA benefit information. Additionally, the IVT report provides income information for heads of household and family members where there may be discrepancies in family reported income and employer reported information.

At each regular reexamination of income and family composition and/or as needed, HHA will:

- Review the EIV Income and IVT reports to confirm/validate tenant-reported income;
- Print and maintain the EIV Income and IVT Reports in the tenant file;
- Obtain current acceptable tenant-provided documentation to supplement EIV information (where applicable); and
- Use current tenant-provided documentation and/or third-party verification to calculate annual income.

Additionally, at each regular reexamination of income and family composition, and/or as needed, using the IVT, HHA will:

- Identify any reported discrepancies in family reported income and employer reported information;
- Request the tenant to provide any documentation to confirm or dispute the income discrepancy;
- If applicable, determine the tenant rent using the correct and updated income;

- Determine the degree of tenant underreporting or misreporting of income information; and
- Take action in accordance with HHA policy to resolve the identified discrepancies.

#### EIV Income Reports

EIV Income reports will be compared to household-provided information as part of the regular reexamination process and as needed. EIV Income reports may be used for calculation in the following instances:

- When calculating retrospective income for employment, SS, SSI, Dual Entitlement and Unemployment and when calculating Medicare insurance premiums.
- When calculating current/anticipated income for SS, SSI and Dual Entitlement and when calculating Medicare insurance premiums.

#### **H. Verification of Assets**

See the definition of *Net Family Assets* in **DEFINITIONS OF TERMS USED IN THIS ADMINISTRATIVE PLAN**. Upon implementation of HOTMA, and subject to applicable HUD guidance, the following asset policies will apply:

For net family assets under \$50,000:

- HHA may accept self-certification from the family that the assets are under that amount, and no further documentation is required to be collected.
- The certification must include any expected income from the assets (actual returns only).
- HHA must obtain third-party verification of assets every 3 years.

For net family assets totaling \$50,000 or greater:

- HHA will verify the value and income from assets using the applicable verification hierarchy.

#### **MTW Policy – All Groups**

Applicants and existing participants may self-certify asset value and income when the market value of the household's assets is \$50,000 or below. When the market value of the asset is greater than \$50,000, HHA will verify the market value of the asset using the verification hierarchy. Each household will be required to complete one asset self-certification at admission and at each regular recertification. Third-party verification of assets every 3 years is not required.

See **DEFINITIONS OF TERMS USED IN THIS ADMINISTRATIVE PLAN** for what is excluded from assets.

See the section on **Limitations on Assets** under which a household may be disqualified from admission or continued occupancy.

## **VIII. DETERMINING INCOME AND ADJUSTED INCOME**

HHA has designed and received HUD approval on a Flat Tiered Rent model which reflects MTW waivers regarding income, adjusted income and rent. This chapter contains policies related to income and adjusted income for the Flat Tiered Rent model and the standard Housing Choice Voucher (HCV) program. Income and adjusted income policies for the Control and Excluded groups are largely determined based on standard HCV program regulations., however, there are some instances where MTW waivers are applied and which are identified in this chapter. Where there is no distinction on which group a policy applies to, the policy applies to all groups.

### **A. Annual Income Inclusions**

Upon implementation of HOTMA, and subject to applicable HUD guidance, annual income includes all amounts, not specifically excluded (as listed in [Annual Income Exclusions](#)), received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age.

Additionally, when the value of net family assets exceeds \$50,000 (or the amount adjusted by HUD annually in accordance with the Consumer Price Index) and the actual returns from a given asset cannot be calculated, annual income will include the imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

### **B. Annual Income Exclusions**

Upon implementation of HOTMA, and subject to applicable HUD guidance, annual income does not include the following:

1. Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.
2. The following types of trust distributions:
  - a. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):
    - i. Distributions of the principal or corpus of the trust; and
    - ii. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

- b. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
- 3. Earned income of children (including foster children) under the age of 18 years;
- 4. Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments;
- 5. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
- 6. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- 7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled;
- 8. Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively;
- 9. Any assistance that section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income including Bureau of Indian Affairs/ Education student assistance programs;
  - a. If the amount of this excluded assistance equals or exceeds the amount of actual covered costs described under item 10 below, none of the assistance described below is excluded as income.
  - b. If the amount of this excluded assistance is less than the amount of actual covered costs described under item 10 below, staff will exclude the lower of:
    - i. The total amount of student financial assistance received under item 10, or
    - ii. The amount by which the actual covered costs (as described below) exceed the assistance excluded under item 9.
- 10. Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit, and expressly for a student who is not the head of household or spouse.
  - a. *Student financial assistance* means a grant or scholarship received from:
    - i. The federal government;
    - ii. A state, tribal, or local government;
    - iii. A private foundation registered as a nonprofit;
    - iv. A business entity; or
    - v. An institution of higher education.

- b. Student financial assistance does not include:
    - i. Any assistance that section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income (as noted above);
    - ii. Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded);
    - iii. Gifts, including gifts from family or friends; or
    - iv. Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded, exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.
  - c. Student financial assistance must be:
    - i. Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;
    - ii. Expressly to assist a student with the costs of higher education; or
    - iii. Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.
  - d. Student financial assistance may be paid directly to the student or to the educational institution on the student's behalf.
  - e. The student financial assistance exclusion applies to both part-time and full-time students.
11. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, *baby bond* accounts created, authorized, or funded by Federal, State, or local government.
12. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
13. Certain amounts received that are related to participation in the following programs:
- a. Amounts received under HUD funded training programs (i.e., Step-up program: excludes stipends, wages, transportation payments, child care vouchers for the duration of the training);
  - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

- c. Amounts received by a client in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
  - d. Amounts received under a client services stipend (not to exceed \$200/month). A client service stipend is a modest amount received by a resident for performing a service for HHA or the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and client initiatives coordination.
  - e. Incremental earnings and/or benefits to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with the local government), and training of family members as client management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
14. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  15. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611 and as referenced in the [Dependent Deduction](#) section of this Plan. Additionally, see MTW policy on [Full-Time Student Income Exclusion](#);
  16. Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611 and as referenced in the [Dependent Deduction](#) section of this Plan. Additionally, see MTW policy on [Adoption Assistance Payment Exclusion](#);
  17. Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum payment or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;
  18. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
  19. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment;
  20. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a

managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit;

21. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car);
22. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law;
23. Amounts specifically excluded by any other federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. A list of these federally mandated exclusions is included as [Federally Mandated Income Exclusions](#);
24. Replacement housing *gap* payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing *gap* payments;
25. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
  - a. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
  - b. Direct Federal or State payments intended for economic stimulus or recovery.
  - c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
  - d. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
  - e. Gifts for holidays, birthdays, or other significant life events or milestones ( e.g., wedding gifts, baby showers, anniversaries).
  - f. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.



- g. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
- 26. Civil rights settlements or judgments, including settlements or judgments for back pay;
- 27. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family;
- 28. Income earned on amounts placed in a family's Family Self Sufficiency Account;
- 29. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:
  - a. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and
  - b. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

#### **C. Full-Time Student Income Exclusion**

##### **MTW Policy – All Groups**

HHA will exclude all adult, full-time student **earned** income, excluding the head of household, co-head or spouse. HHA will not verify adult full-time student earned income as 100% of the earned income is excluded.

#### **D. Adoption Assistance Payment Exclusion**

##### **MTW Policy – All Groups**

HHA will exclude all adoption assistance payments. HHA will not verify adoption assistance payments as 100% of the income is excluded.

#### **E. Seasonal Income**

##### **Control and Excluded Groups**

When a family member reports seasonal income, HHA will use retrospective income received from the

prior twelve months ending 120 days before the recertification effective date. Using retrospective income provides HHA with the ability to include all periods of employment and unemployment, making interim recertifications unnecessary when income changes occur.

## **F. Asset Income**

There are two terms that are important in calculating asset income – market value and cash value.

Market value is the face value of an asset. For example, the value of a Certificate of Deposit.

The *cash value* of an asset is the market value less reasonable expenses that would be incurred in selling or converting the asset to cash, such as the following:

- Penalties for premature withdrawal;
- Broker and legal fees; and
- Settlement costs for real estate transactions.

See the definition of *Net Family Assets* in [DEFINITIONS OF TERMS USED IN THIS ADMINISTRATIVE PLAN](#) for what is excluded from assets.

See the section on [Limitations on Assets](#) under which a household may be disqualified from admission or continued occupancy.

### **MTW Policy – All Groups**

HHA will exclude the income from assets where the market value of the household's combined assets is \$50,000 or below.

Where the market value of the asset is greater than \$50,000, annual income shall include the greater of the actual income derived from all family assets or a percentage of the value of such assets based on the HUD-established passbook savings rate.

## **G. Earned Income Disregard (EID)**

Upon implementation of HOTMA, and subject to applicable HUD guidance, HUD is discontinuing the Earned Income Disregard (EID). As a result, no new individuals may qualify for the EID after December 31, 2023. Any individual who has an EID as of December 31, 2023 may continue to use the EID—as described in this section—until it expires.

A family qualifies for the EID if they are residing in housing assisted under one of the applicable programs and their annual income increases as a result of:

- (1) Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

(2) Increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

(3) New employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance--provided that the total amount over a six-month period is at least \$500.

#### ***Initial 12-Month Exclusion***

During the 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, HHA will exclude from annual income of a qualified family member any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

#### ***Second 12-Month Exclusion***

Upon the expiration of the initial 12-month period exclusion and for the subsequent 12-month period, HHA will exclude from annual income of a qualified family member 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

#### ***Maximum 2-Year Disallowance***

The disallowance of increased income of an individual family member who is an eligible person with disabilities is limited to a lifetime 24-month period. The disallowance applies for a maximum of 12 months for the 100% disallowance and a maximum of 12 months for the 50% disallowance during the 24-month period starting from the initial 12-month exclusion.

### **H. Calculating Annual Income**

Upon implementation of HOTMA, policies regarding the methodology for the calculation of annual income may be updated to reflect applicable HUD requirements and guidance.

HHA has designed and received HUD approval on a Tiered Rent policy. As part of the Tiered Rent policy, income calculation methods vary depending on the household's MTW grouping. Outlined below are the applicable income calculation policies for each group.

#### **Control and Excluded Groups**

##### **At Admission:**

When calculating annual income for a household at initial eligibility screening and admission to the program, HHA will collect and verify current/anticipated income. Generally, anticipated income is calculated by annualizing the income in the last two months of the retrospective period.

##### **Recertifying Households:**

Upon implementation of HOTMA and subject to applicable HUD guidance, when calculating annual

income for a household at the time of a regular reexamination, HHA will review and calculate the family's income from the preceding 12-month period, taking into consideration any interims or changes that have taken place during that period. If HHA determines that the family's prior-year income does not reflect the family's current income, it may adjust the calculation of annual income as needed.

#### **MTW Policy – Treatment Group**

##### *New Admission and at Applicable Hardship*

Annual income is calculated using current/anticipated income

- Current/anticipated income is equal to the income in the last two months of the retrospective period, annualized.
- Current/anticipated income is also used when determining certain hardship rents. See [HARDSHIP POLICIES](#).
- For example, if a new admission family's income is being calculated at screening on September 1, annual income would be calculated by taking the income from July and August. The average income for July and August would be annualized.

##### *Recertification*

Annual income is calculated using retrospective income

- The retrospective period is the 12-month period ending 120 days before the recertification effective date.
- The retrospective period for recertifying households applies to the first recertification following study enrollment and for each subsequent triennial recertification.
- The period always begins on the first of the month and ends the last day of the month. The prior/retrospective period is fixed; it does not change or update after it is communicated with the household (even if the effective date is moved to accommodate a move at the first certification following enrollment).
- HHA will count all required types of income sources when determining retrospective income and will count the actual income amount received during the retrospective period. Income is not averaged and annualized.
- If income from any source began partway through the prior/retrospective period, use the actual amount received during the prior/retrospective period.
- Do not count income from TANF, UI, SSI, SSDI, or court ordered child support if it ends partway through the prior/retrospective period.
- If a household member earned income prior to age 18 during the prior/retrospective period do not include any of that 'earned' income.
- If a household member is a student at the time of recertification, then designate that member as a student do not include any of that household member's income when calculating the first rent amount under the tiered rent policy.
- Student status is determined at recertification using standard verification procedures.
- Household members designated as a student at recertification retain that designation *until the next triennial recertification*.

## I. Adjusted Income

Adjusted income policies vary between the different family groups. Outlined below are the related deduction policies and their applicability to each group.

Under HHA's Tiered Rent program, where the Treatment group is concerned, rent is calculated based on retrospective gross income. Deductions do not apply to the Treatment group, except when determining hardship rents. See [HARDSHIP POLICIES](#).

## J. Dependent Deduction

### Control and Excluded Groups

In determining adjusted income, HHA will deduct the following amounts from annual income:

- A deduction is taken for each qualifying dependent.
- The amount of the deduction is currently \$480. Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be adjusted annually by HUD in accordance with Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25.
- A *dependent* is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student.
- Foster children, foster adults, and live-in aides are never considered dependents.

#### **MTW Policy: Treatment Group**

There is no dependent deduction for families in the Treatment group.

## K. Elderly/Disabled Family Deduction

### Excluded Group

In determining adjusted income, HHA will deduct the following amounts from annual income:

- A single deduction is taken for any family where the head of household, co-head or spouse is at least 62 years of age or disabled.
- The amount of the deduction is currently \$400. Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be increased to \$525 and will be adjusted annually by HUD in accordance with CPI for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25.

### Control Group

As there are no elderly or disabled families in the control group, the elderly/disabled family deduction does not apply.

**MTW Policy: Treatment Group**

There is no elderly/disabled deduction for families in the Treatment group.

**L. Health and Medical Care Expense Deduction**

Excluded Group

Unreimbursed health and medical care expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed the HUD-established percent of annual income threshold.

The threshold is currently set at three percent of annual income. Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be increased to ten percent of annual income.

Health and medical care expense deductions are permitted only for families in which the head, spouse, or co-head is elderly or disabled. If a family is eligible for a health and medical care expense deduction, the medical expenses of all family members are counted.

*Medical expenses* include unreimbursed expenses for:

- Any costs incurred in the diagnosis, cure, mitigation, treatment or prevention of disease;
- Payment for treatments affecting any structure or function of the body; and
- Medical insurance and long-term care premiums that are paid or are anticipated to be paid for the applicable period.

The most current IRS Publication 502, Medical and Dental Expenses, will be used as a guide to determine the costs that qualify as medical expenses. Over-the-counter products will not be eligible for deductions as medical expenses unless they are accompanied by a doctor's prescription.

To be considered by HHA for the purpose of determining a deduction from income, the expenses claimed must be verified.

See [Health and Medical Expense and/or Disability Assistance Expense Hardship – Excluded and Control Groups](#) for information about hardship exemptions.

Control Group

As there are no elderly or disabled families in the control group, medical expense deductions do not apply.

**MTW Policy: Treatment Group**

The medical expense deduction does not apply to the treatment group.

**M. Disability Assistance Expense Deduction**

Control and Excluded Groups

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they:

- Are necessary to enable a family member 18 years or older to work;
- Are not paid to a family member or reimbursed by an outside source;
- In combination with any medical expenses, exceed the HUD-established percent of annual income; and
- Do not exceed the earned income received by the family member who is enabled to work.

#### **Treatment Group**

The disability assistance expense deduction does not apply to the treatment group.

### **N. Child Care Expense Deduction**

#### Control and Excluded Groups

A family may receive a deduction of amounts to be paid by the family for the care of children under 13 years of age for the period for which annual income is computed, but only when such care is necessary to enable a family member to be gainfully employed or to further his/her education.

Amounts deducted must be unreimbursed expenses. The deduction will include the total unreimbursed childcare expense; however, the amount deducted may not exceed:

- The amount of income earned by the family member released to work; or
- An amount determined to be reasonable by HHA when the expense is incurred to permit education.

See [Child Care Expense Hardship – Excluded and Control Groups](#) for information about hardship exemptions related to child care.

#### **MTW Policy: Treatment Group**

Child care expense deductions apply, only as a hardship, for families in the Treatment group. See [HARDSHIP POLICIES](#).

## **IX. TENANT RENT & SUBSIDY DETERMINATION: TIERED RENT ONLY**

### **A. Overview**

HHA has designed and received HUD approval on a Flat Tiered Rent model which reflects MTW waivers regarding income, adjusted income and rent. This chapter contains policies related to tenant rent and subsidy determinations for the Tiered Rent model.

### **B. Transition to the Tiered Rent Model**

Beginning in 2023, current and newly admitted non-elderly, non-disabled households who are not excluded from the evaluation will be randomly assigned to either a treatment or control group. The initial enrollment period will last for 12 months. During the initial enrollment period, non-excluded, new admission households will be randomly selected to either the Treatment or Control group. After the initial enrollment period is over, all non-excluded, new admissions will be part of the Treatment group.

### **C. Total Tenant Payment & Tenant Rent: Tiered Rent**

#### **Total Tenant Payment**

Where existing participants are concerned, HHA's tiered rent policy is based on retrospective gross household income with no deductions or allowances (except where hardship applies) and establishes a single TTP for each \$2,000 income tier. TTP is set at 28% of the bottom of the tier.

Where new admissions are concerned, the tiered rent policy is based on current gross income with no deductions or allowances and establishes a single TTP for each \$2,000 income tier. TTP is set at 28% of the low end of the tier.

Except for the two lowest income tiers which reflect the minimum rent, the TTP for each tier is based on 28% of gross retrospective income as calculated at the lowest end of the tier. See [Tiered Rent Table](#).

Tiered rents will be capped at the gross rent.

Income increases between regular recertifications will not result in rent increases.

Under the tiered rent model, interim recertifications are not completed; however, under certain circumstances, households may request a hardship TTP/rent. See [HARDSHIP POLICIES](#).

#### **Tenant Rent**

If the family is occupying an apartment that has tenant-paid utilities, the utility allowance is subtracted from the Total Tenant Payment and the result is the tenant rent.

If the Total Tenant Payment less the utility allowance is a negative number, the family receives a utility reimbursement.

In units where the landlord pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment, except where there is a family share.



## Tenant Rent to Owner

Rent to owner is the greater of:

- The Payment Standard less the landlord's Housing Assistance Payment; or.
- The Gross Rent less the landlord's Housing Assistance Payment

## Family Share

If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds the HHA's applicable payment standard the family will pay more than the TTP.

Example:

A family rents a unit and all utilities are included in the rent. The contract rent for the unit is \$1,400. The family's tiered rent TTP is \$747 and the applicable payment standard is \$1,350. The family would be responsible for the TTP plus an additional \$50 family share to cover the amount that the gross rent exceeded the payment standard.

## **D. Minimum Rent**

HHA's minimum rent is \$50 per month. See [HARDSHIP POLICIES](#) on minimum rent hardships.

## **E. Maximum Initial Rent Burden**

At initial occupancy, HHA will not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income. Where the treatment group is concerned, as deductions do not apply, monthly gross income will be used to determine the rent burden.

## **F. HHA Subsidy**

HHA will pay a monthly housing assistance payment (HAP) for a family that is equal to the lower of:

- The applicable payment standard for the family minus the TTP; or
- The gross rent for the family's unit minus the TTP.

## **G. Utility Reimbursement**

When HHA's subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HHA will make utility reimbursements to the family.

## **X. TENANT RENT & SUBSIDY DETERMINATION – CONTROL & EXCLUDED GROUPS**

### **A. Overview**

This chapter contains policies related to tenant rent and subsidy determinations for the Housing Choice Voucher (HCV) program. Tenant rent and subsidy determinations for the Control and Excluded groups are largely determined based on HCV program regulations; however, there are some instances where MTW waivers may be applied and which are identified in this chapter.

### **B. Transition to Other MTW Income and Rent Policies – Control and Excluded Groups**

HHA will apply applicable MTW policies to households in the Control and Excluded groups at their next regular recertification effective on or after implementation of the Rent Reform policies.

### **C. Total Tenant Payment & Tenant Rent – Control and Excluded Groups**

#### Total Tenant Payment

The formula for calculating the total tenant payment (TTP) for assisted families in the Control and Excluded groups is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income
- 10 percent of the family's monthly gross income
- \$50 minimum rent

#### Tenant Rent

If the family is occupying an apartment that has tenant-paid utilities, the utility allowance is subtracted from the Total Tenant Payment and the result is the tenant rent.

If the Total Tenant Payment less the utility allowance is a negative number, the family receives a utility reimbursement.

If the Total Tenant Payment less the Utility Allowance is a negative number, the family receives a utility reimbursement.

In units where the landlord pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment, except where there is a family share.

#### Tenant Rent to Owner

Rent to owner is the greater of:

- The Payment Standard less the landlord's Housing Assistance Payment; or.
- The Gross Rent less the landlord's Housing Assistance Payment.

#### Family Share

If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds the HHA's applicable payment standard the family will pay more than the TTP.

#### **D. Minimum Rent – Control and Excluded Groups**

HHA's minimum rent is \$50 per month. See [HARDSHIP POLICIES](#) on minimum rent hardships.

#### **E. Maximum Initial Rent Burden - Control and Excluded Groups**

At initial occupancy, HHA will not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income. Where the treatment group is concerned, as deductions do not apply, monthly gross income will be used to determine the rent burden.

#### **F. HHA Subsidy - Control and Excluded Groups**

HHA will pay a monthly housing assistance payment (HAP) for a family that is equal to the lower of:

- The applicable payment standard for the family minus the TTP; or
- The gross rent for the family's unit minus the TTP.

#### **G. Utility Reimbursement - Control and Excluded Groups**

When HHA's subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HHA will make utility reimbursements to the family.

## **XI. HARDSHIP POLICIES**

### **A. Hardship Policies Overview**

HHA has developed conditions-based hardship policies as described below to address and mitigate financial hardships which may occur at enrollment or at any time during the tenancy or program participation. In cases involving hardship, HHA will work with families to connect them to economic self-sufficiency programs to address the conditions which have caused applicable hardships. HHA's general hardship policies are outlined below:

- HHA will review its hardship policies with families during its intake and recertification process and will consider if a household qualifies for a hardship exemption at the time of a potential termination of assistance that is due to an MTW activity.
- If a household is approved for a hardship, and subsequently experiences another adverse event while still in hardship status, they may request an additional hardship that might further reduce their TTP.
- If a household is approved for a hardship, they are not required to report subsequent income increases during the period of their approved hardship.
- If a household is approved for a temporary hardship, when that hardship is scheduled to expire the household will be notified and may request an extension. When a hardship expires, the household will return to paying the tiered rent assigned according to their prior/retrospective gross income at their last triennial income examination.
- If the head of household, spouse, or co-head of household becomes elderly or disabled, the household is eligible to be excluded from the tiered rent and return to the traditional income-based rent policy.
- This hardship policy presents eligibility criteria and remedies for different types of hardships. The different types of hardships below are not mutually exclusive. If a household's circumstances correspond to more than one type of hardship, they will receive the hardship most beneficial to them.

### **B. Hardship Policy Applicability Table**

The table below identifies HHA's hardship policies by topic and applicable group.

No	Hardship Policy	Treatment	Control	Excluded
1.	Hardship Process	X	X	X
2.	Hardship at Enrollment: Decrease in Income	X		
3.	Hardship at Enrollment: Increase in TTP due	X		

No	Hardship Policy	Treatment	Control	Excluded
	to Loss of Child Care Expense Deduction			
4.	Reduction in Income Hardship	X		
5.	Health and Medical Care Expense and/or Disability Expense Hardship		X	X
6.	Child Care Expense Hardship	X	X	X
7.	Full-Time Student Hardship	X		
8.	SAFMR Hardship	X	X	X
9.	Alternative Verification Hierarchy	X	X	X
10.	Other Hardship	X		X
11.	Minimum Rent Hardship	X	X	X

### C. Hardship Process

Households who request a hardship will be subject to the hardship process outlined below.

- When a household makes a written request for a hardship exemption, HHA will suspend the MTW or applicable activity on the first day of the next month after the hardship request is received.
- HHA will approve a provisional hardship TTP beginning the first day of the next month after the receipt of a valid hardship request indicating qualifying circumstances.
- The provisional hardship TTP will be based on the tier corresponding to the household's current gross income, reported by the household in their hardship request.
- The household will be required to provide the required documentation within 14 days, to enable HHA to verify the hardship.
- HHA will decide whether to grant the hardship within 14 days of receiving required documentation. If the hardship request is denied, the household may be required to enter into a repayment agreement.
- If the household is not eligible for the requested hardship (see above table), the request will be administratively closed without right to appeal.
- HHA will retain records of all MTW hardship requests received and the results of these requests and supply them at HUD's request. HHA will retain this information for the duration of the Agency's participation in the MTW demonstration program and make such information available for public review and inspection at HHA's principal office during normal business hours.

- If a financial hardship request is denied, HHA will provide the household with an opportunity to request an informal hearing for a second level review of the denied hardship request. Such request must be made within fifteen (15) calendar days of the date on the denial.
- Except where stated, generally, approved hardship rents related to MTW will remain in place for a 12-month period at which time the household must reapply for hardship. If the household does not reapply or is not approved for a continued hardship, the rent will revert back to the pre-hardship tiered rent. Where a hardship request is granted and the triennial recertification occurs prior to the end of the 12-month hardship period, the hardship will automatically end at the triennial recertification. The household may reapply for hardship at the triennial recertification.

#### **D. Hardship at Enrollment: Decrease in Income - Treatment Group Only**

For households already receiving assistance, HHA conducts an income examination at the time of enrollment. HHA will compare the household's current/anticipated gross income with their prior/retrospective gross income. If the household's current/anticipated gross income puts them in a lower income tier than their prior/retrospective gross income, HHA will automatically determine whether the household is eligible for a hardship exemption.

##### **Request:**

- Hardship requests do not need to be made at enrollment. HHA will automatically determine if a hardship, due to a decrease in income exists.

##### **Eligibility:**

- A household will be eligible for this hardship exemption if the household's current/anticipated gross income puts them in a lower income tier than their prior/retrospective gross income.

##### **Remedy:**

- If a hardship exists, the hardship TTP will be the TTP in the income tier for the current/anticipated gross income.

##### **Time Frame:**

- The hardship will remain in place for a 12-month period.
- At the end of that 12-month period, the household may reapply for an extended hardship TTP.
- If the household does not reapply for the hardship or is not approved for an extended hardship, the tiered rent will revert back to the pre-hardship tiered rent TTP.

##### **Applicability:**

- The Hardship at Enrollment: Decrease in Income applies to families in the Treatment group.

##### **Example:**

- Prior Year Retrospective Gross Income: \$25,000
  - Tiered Rent TTP based on prior/retrospective gross income: \$560
- Current/Anticipated Gross Income: \$18,000
  - Tiered Rent TTP based on current/anticipated gross income: \$420

- Household is eligible for hardship since the tiered rent TTP using current/anticipated gross income is at least one tier lower than the tiered rent TTP using the prior/retrospective gross income.
- Hardship TTP: \$420

#### **E. Hardship at Enrollment: Increase in TTP Due to Loss of Child Care Expense Deduction – Treatment Group Only**

Some families may face a hardship due to the tiered rent policy's reliance on gross income (with no deductions) instead of adjusted income. The child care deduction requires special attention because child care can be very expensive and because paid child care is often essential for enabling parents to work.

For households already receiving assistance, HHA conducts an income examination at the time of enrollment into the tiered rent treatment group. Where a household's total unreimbursed child care expenses is at least \$2,000/year, HHA will allow the full deduction of reasonable unreimbursed child care expenses and apply the tiered TTP that corresponds to their current/anticipated adjusted annual income.

##### **Request:**

- Hardship requests do not need to be made at enrollment. HHA will automatically determine if a hardship, due to an increase in TTP as a result of the loss of child care deductions, exists.

##### **Eligibility:**

- A household will be eligible for this hardship exemption if the household's total unreimbursed child care expenses are at least \$2,000/year.

##### **Remedy:**

- If a hardship exists, the hardship TTP will be set using the income band that applies to the household's current/anticipated adjusted annual income, taking into account the full allowable child care expense deduction.

##### **Time Frame:**

- The hardship will remain in place for a 12-month period.
- At the end of that 12-month period, the household may reapply for an extended hardship TTP. For continued child care hardship eligibility, during the 12-month hardship period, the household must apply for child care assistance provided by local private/public partners. In the event child care assistance is denied for reasons beyond failure to apply or lack of participation and the household remains eligible to deduct child care expenses, HHA will extend the hardship for an additional 12-month period. Written evidence of the household application and related written response is required for HHA to make a determination on extending the child care hardship.
- If the household does not reapply for the hardship or is not approved for an extended hardship, the tiered rent will revert back to the pre-hardship tiered rent TTP.

##### **Applicability:**

- The Hardship at Enrollment: Increase in TTP Due to Loss of Child Care Expense Deduction applies to families in the Treatment group.

**Example:**

- Prior/Retrospective Gross Income: \$30,000
- TTP using Prior/Retrospective Gross Income: \$700
- Child care expenses: \$9,500
- Current/anticipated gross income: \$35,000
- Current/anticipated adjusted income:  $\$35,000 - \$9,500 = \$25,500/\text{year}$
- Child care expense deduction of \$9,500 exceeds the threshold of \$2,000/year
- Household qualifies for the child care hardship
- Hardship TTP for the current/anticipated adjusted income is: \$560

**F. Reduction in Income Hardship – Treatment Group Only**

HHA will grant a child care expense hardship rent to households with verified, significant unreimbursed child care expenses. Where a household's total unreimbursed child care expenses result in the household paying more than 40% of their current/anticipated adjusted income toward rent, HHA will allow the full deduction of reasonable unreimbursed child care expenses and apply the tiered TTP that corresponds to their current/anticipated adjusted annual income.

To qualify for a hardship rent, a household's current/anticipated income must result in a tiered rent TTP which is at least one income tier lower from the pre-hardship tiered rent TTP.

**Request:**

- A hardship due to a decrease in income must be requested, in writing, by the household.

**Eligibility:**

- A household will be eligible for this hardship exemption if the household's current/anticipated income results in a tiered rent TTP which is at least one income tier lower than the pre-hardship tiered rent TTP.

**Remedy:**

- If a hardship exists, the hardship TTP will be the TTP in the income tier for the current/anticipated gross income.

**Time Frame:**

- The hardship will remain in place for a 12-month period.
- At the end of that 12-month period, the household may reapply for an extended hardship TTP.
- If the household does not reapply for the hardship or is not approved for an extended hardship, the tiered rent will revert back to the pre-hardship tiered rent TTP.

**Applicability:**

- The Reduction in Income Hardship Rent applies to families in the Treatment group.

**Example:**



- Prior/retrospective gross income: \$23,990
- Tiered Rent TTP based on prior/retrospective gross income: \$513
- Current/Anticipated Gross Income: \$22,005
  - Tiered Rent TTP based on current/anticipated gross income: \$513
  - Household is not eligible for hardship since the tiered rent TTP using current/anticipated gross income is in the same tier at the tiered rent TTP using the prior/retrospective gross income.
  - There is no hardship

#### **G. Health and Medical Expense and/or Disability Assistance Expense Hardship – Excluded and Control Groups**

Families may request hardships related to health and medical care expenses and/or disability assistance expenses. There are two categories of hardship for this: the first category is for households receiving a medical expense deduction upon implementation of HOTMA and subject to applicable HUD guidance that request a hardship due to the change to the HUD-established percent threshold; the second category is for qualifying hardships that would not otherwise trigger a reexamination.

##### **Request:**

- Hardship requests must be made in writing.

##### **Eligibility:**

- **First Category.** This category applies to families receiving a medical and/or disability assistance expense deduction upon implementation of HOTMA and subject to applicable HUD guidance that request a hardship due to the change to the HUD-established percent threshold. This is a transitional category that will phase out.
- **Second Category.** A family may qualify for the second category of hardship exemption for health and medical care expenses and/or disability assistance expenses at any time if they can demonstrate that the family's applicable health and medical care expenses or reasonable attendant care or auxiliary apparatus expenses increase or the family's financial hardship is a result of a change in circumstances (as defined by HHA) that would not otherwise trigger an interim reexamination. This relief may be given to a family regardless of whether they received (or are currently receiving) relief under the first hardship category.

##### **Remedy**

- **First Category.** For families that are eligible for this category, the following phased-in relief may be offered if the hardship is granted:
  - For the first year, a deduction of eligible expenses that exceed 5 percent of the family's annual income;
  - For the second year, a deduction of the eligible expenses that exceed 7.5 percent of the family's annual income; and
  - For the third year, a deduction of the eligible expenses that exceed 10 percent of the family's annual income, unless the family qualifies for a new exemption under the second hardship category.

- **Second Category.** If approved for the hardship, under this category, the family will receive a deduction of eligible expenses that exceed 5 percent of the family's annual income until the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever is earlier. HHA, at its discretion, may extend this relief for one additional 90-day period while the family's hardship continues.

**Time Frame:**

- **First Category.** The hardship will remain in place for two consecutive years, unless the family receives a hardship exemption under the second category; if the family receives a hardship under the second category, they may no longer receive relief (i.e., it will stop) under the first category. This category is only for households receiving a medical expense deduction upon implementation of HOTMA; a family may only receive this hardship at their first regular recertification upon or after implementation of HOTMA and subject to applicable HUD guidance, and may not receive a second hardship under this category.
- **Second Category.** This hardship will remain until the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever is earlier. HHA, at its discretion, may extend this relief for one additional 90-day period while the family's hardship continues.

**Applicability:**

- This hardship is applicable to families in the Excluded group only.

**Example:**

- **First Category:**
  - Elderly/disabled family has a gross income of \$30,000.
    - 3% of this is \$900
    - 10% of this is \$3,000
  - Upon implementation of HOTMA, the family's medical expenses total \$2,500.
    - Under the 3% threshold, their medical expense deduction is \$1,600 (\$2,500 minus \$900);
    - Under the 10% threshold, their medical expense deduction is \$0, since the total expenses are less than the threshold amount of \$3,000.
  - If the family is approved for the hardship:
    - For the first year, their medical expenses will be calculated with a 5% threshold ( $\$30,000 \times 0.05 = \$1,500$ ), so their health and medical care expense deduction will be \$1,000 (\$2,500 minus \$1,500);
    - For the second year (assuming the family's gross income and medical expenses do not change), their medical expenses will be calculated with a 7.5% threshold ( $\$30,000 \times 0.075 = \$2,250$ ), so their health and medical care expense deduction will be \$250 (\$2,500 minus \$2,250).
    - At the third year, the 10% threshold will be applied to their health and medical care expenses.

## **H. Child Care Expense Hardship – Treatment Group Only**

HHA will grant a child care expense hardship rent to households with verified, unreimbursed child care expenses. Where a household's total unreimbursed child care expenses are \$2,000 or more, HHA will allow the full deduction of reasonable unreimbursed child care expenses and apply the tiered TTP that corresponds to their current/anticipated adjusted annual income. Regulatory caps on child care expenses will apply, i.e., cannot be more than the income earned and must be reasonable.

### **Request:**

- A hardship due to an increase in TTP as a result of the loss of child care deductions must be requested, in writing, by the household.

### **Eligibility:**

- A household will be eligible for this hardship exemption if the household's total unreimbursed child care expenses are at least \$2,000/year.

### **Remedy:**

- If a hardship exists, the hardship TTP will be set using the income band that applies to the household's current/anticipated adjusted annual income, taking into account the full allowable child care expense deduction.

### **Time Frame:**

- The hardship will remain in place for a 12-month period.
- At the end of that 12-month period, the household may reapply for an extended hardship TTP. For continued child care hardship eligibility, during the 12-month hardship period, the household must apply for child care assistance provided by local private/public partners. In the event child care assistance is denied for reasons beyond failure to apply or lack of participation and the household remains eligible to deduct child care expenses, HHA will extend the hardship for an additional 12-month period. Written evidence of the household application and related written response is required for HHA to make a determination on extending the child care hardship.
- If the household does not reapply for the hardship or is not approved for an extended hardship, the tiered rent will revert back to the pre-hardship tiered rent TTP.

### **Applicability:**

- The Child Care Expense Hardship applies to families in the Treatment group.

### **Example:**

- Prior/Retrospective Gross Income: \$30,000
- TTP using Prior/Retrospective Gross Income: \$700
- Child care expenses: \$2,000
- Current/anticipated gross income: \$30,000
- Current/anticipated adjusted income:  $\$30,000 - \$2,000 = \$28,000/\text{year}$
- Child care expense deduction of \$2,000 meets the threshold of \$2,000/year
- Household qualifies for the child care hardship
- Hardship TTP for the current/anticipated adjusted income is: \$653

## **I. Child Care Expense Hardship – Excluded and Control Groups**

Upon implementation of HOTMA, *looking for work* no longer qualifies a family for a child care expense deduction. When a family demonstrates to HHA's satisfaction that they are unable to pay their rent because of loss of the child care expense deduction, and the child care expense is still necessary even though the family member is no longer employed or furthering their education, HHA will grant a hardship to allow the child care expense to continue for a limited time. For this purposes of this hardship, HHA will define a family's inability to pay their rent where their total unreimbursed child care expenses is at least \$2,000/year.

### **Request:**

- A hardship due to an inability to pay rent as a result of the loss of child care deductions must be requested, in writing, by the household.

### **Eligibility:**

- In order to receive the hardship, the family must demonstrate to HHA's satisfaction that they are unable to pay their rent because of the loss of the child care expense deduction and the child care expense is still necessary even though the family member is no longer employed or furthering their education.

### **Remedy:**

- Relief for an approved hardship exemption includes a continuation of the child care deduction for a period of up to 90 days. HHA, at its discretion, may extend the hardship exemption for one additional 90-day period based on family circumstances.

### **Time Frame:**

- The hardship will last up to 90 days. HHA, at its discretion, may extend the hardship exemption for one additional 90-day period based on family circumstances.

### **Applicability:**

- This hardship is applicable to families in the Excluded and Control groups.

### **Example:**

An adult family member had child care expenses for employment, but lost their job. The family wishes to keep child in care while the adult looks for work. HHA receives verification showing the total child care expenses for qualifying child(ren) exceed \$2,000/year.

## **J. Full-Time Student Hardship – Treatment Group Only**

HHA will grant a full-time student status hardship rent, to a household, if a family member, other than the head of household, co-head or spouse, has earned income and, subsequent to enrollment, becomes a full-time student. Upon verification of full-time student status, HHA will allow the entire exclusion of full-time student earned income and apply the tiered rent which is consistent with the household's current/anticipated income.

### **Request:**

- A hardship due to full-time student status, must be requested, in writing, by the household.

**Eligibility:**

- A household will be eligible for this hardship exemption if the household's TTP is reduced by at least one income band as a result of the removal of the full-time student's earned income.

**Remedy:**

- If a hardship exists, the hardship TTP will be set using the income band that applies to the household's current/anticipated annual income, taking into account the full allowable child care expense deduction.

**Time Frame:**

- The hardship will remain in place for a 12-month period after which the family must reapply for the hardship and provide verification of full-time student status.
- If the family does not reapply and provide verification of full-time student status, the tiered rent TTP will revert to the pre-hardship tiered rent TTP.

**Applicability:**

- The Full-Time Student Hardship applies to families in the Treatment group.

**Example:**

- Prior/Retrospective gross Income: \$27,000
  - Tiered Rent TTP based on the prior/retrospective gross income: = \$607
- At Hardship Request:
  - Current/anticipated gross Income: \$27,000
  - FT Student Earned Income: \$8,000
  - Current/anticipated gross income: \$19,000
  - Hardship TTP: \$420

**K. Small Area Fair Market Rent Hardship – All Groups**

If the payment standard schedule amount has decreased, during the term of a HAP contract, HHA will not reduce the payment standard as long as the HAP contract remains in effect. If the family moves to a new unit, HHA will apply the payment standard in effect at the time of the move. This policy does not provide protection from decreases in payment standard due to changes in family composition.

**L. Alternative Verification Hierarchy Hardship – All Groups**

If a household does not agree with an income and rent determination which may be predicated upon the use of third party documents and tenant declarations outside of the HUD standard Verification Hierarchy, the household may request an informal hearing as a second level of review of HHA's determinations. HHA will follow its existing policies upon receipt of the household's request for an informal hearing.

**M. Other Hardship – Treatment Group**

A household may request a hardship exemption for other circumstances not outlined above, such as the death of a family member, a significant increase in reasonable and necessary out-of-pocket expenses because of changed circumstances (for example, a large medical bill), or if the household is facing eviction due to inability to pay the rent. HHA will consider these requests on a case-by-case basis and decisions will be made by the Department Director level or above.

**Eligibility:**

- The Department Head or his/her designee will determine that circumstances beyond the household's control make it difficult for the household to pay the tiered rent TTP, and a temporary rent reprieve is necessary.

**Remedy:**

- HHA will review the household's current/anticipated income and determine whether to set the TTP at a lower income tier or apply the \$50 minimum rent based on the individual hardship.

**Time Frame:**

- The duration of the hardship rent will be determined on a case-by-case basis which will reflect the anticipated duration of the presented hardship.

**N. Minimum Rent Hardship – All Groups**

HHA may grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of a financial hardship.

The minimum rent hardship policy applies to the families in the Treatment, Excluded and Control groups.

*Defined Financial Hardships*

Financial hardship includes the following situations:

1. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program..
  - A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.
  - For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following:
    - Implementation of assistance, if approved, or
    - The decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.
2. The family would be evicted because it is unable to pay the minimum rent. For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent to the owner or tenant-paid utilities.

3. Family income has decreased because of changed family circumstances, including the loss of employment.
4. A death has occurred in the family. In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

#### Determination of Financial Hardship from Minimum Rent

When a family requests a financial hardship exemption, HHA will suspend the minimum rent requirement beginning the first of the month following the family's request. HHA will then determine whether the financial hardship exists and whether the hardship is temporary or long-term.

HHA defines temporary hardship as a hardship expected to last 90 days or less. Long-term hardship is defined as a hardship expected to last more than 90 days.

When the minimum rent is suspended, the family will be required to pay an HHA determined amount between 0% and 30% of gross income which HHA will determine based on each family's individual circumstances.

#### Temporary Hardship

If HHA determines that a qualifying financial hardship is temporary, HHA will suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family's request for a hardship exemption.

At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay HHA the amounts suspended. HHA will offer a reasonable repayment agreement, on terms and conditions established by HHA.. HHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

HHA will enter into a repayment agreement in accordance with the policies in this plan.

#### Long-Term Hardship

If HHA determines that the financial hardship is long-term, HHA will exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

The hardship is deemed to be discontinued when the family's TTP is greater than the minimum rent.

Families on approved hardships from minimum rent are required to report all increases in income and/or decreases in unreimbursed expenses, where applicable, within 10 business days from the date of occurrence.

## **XII. LEASING**

### **A. Request for Tenancy Approval**

1. After the family is issued a voucher, the family must locate an eligible unit, with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable dwelling and the owner is willing to lease the unit under the program, the owner and the family must request the HHA to approve the assisted tenancy in the selected unit.
2. The owner and the family must submit the following documents to the HHA:
  - a. Completed Request for Tenancy Approval (RTA) – Form HUD-52517;
  - b. Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A;
  - c. Proof of ownership of the unit to be leased (warranty deed and management agreement, if applicable);
  - d. The Owner's EIN or social security number (SSN); in the case where the "owner" is a commercial tenant of property, provide SSN and valid copy of Driver's License of the commercial tenant. If the commercial tenant is NOT an individual, provide Driver's License & SSN of the requestor and all controlling interest in the commercial tenant entity.
  - e. A W-9 form completed by the owner.
3. The RTA contains important information about the rental unit selected by the family, including, the unit address, number of bedrooms, structure type, year constructed, amenities, utilities included in the rent, and the requested beginning date of the lease. This information is necessary for the HHA to determine whether to approve the assisted tenancy in this unit.
4. Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.
5. Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the HHA has granted an exception due to an approved request for reasonable accommodation for a person with disabilities who is a member of the tenant household. The landlord cannot reside at the property address.
6. For units constructed prior to 1978, owners must either
  - a. Certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or
  - b. Attach a lead-based paint disclosure statement.
7. The RTA, proposed lease, proof of ownership, proof of the owner's EIN or social security number, and a W-9 form completed by the owner must be submitted no later than the expiration date stated on the voucher.
8. When the family submits the RTA, the HHA will review the RTA for completeness.
  - a. If the RTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RTA, the HHA will notify the family and the owner of the deficiencies.
  - b. Missing information and/or missing documents will be accepted as email, hard copies, in-person or by mail. The HHA will not accept missing information over the phone or fax.
9. When the family submits the RTA and the accompanying documents listed above, the HHA will also review the RTA and supporting documents for consistency with the terms of the proposed lease.
  - a. If the terms of the RTA are not consistent with the terms of the proposed lease, the HHA



- will notify the family and the owner of the discrepancies.
- b. Corrections to the terms of the RTA and/or the proposed lease will be accepted as email, hard copies, in-person or by mail. The HHA will not accept corrections by phone or fax.
10. Due to the time sensitive nature of the tenancy approval process, the HHA will attempt to communicate with the owner and family by phone, fax, or email. The HHA will use mail when the parties can't be reached by phone, fax, or email.

## **B. Tenancy Approval**

1. After receiving the family's Request for Tenancy Approval, with proposed dwelling lease, the HHA must promptly notify the family and owner whether the assisted tenancy is approved.
2. Prior to approving the assisted tenancy and execution of a HAP contract, the HHA must ensure that all required actions and determinations, discussed in Part I of this chapter have been completed.
3. These actions include ensuring that:
  - a. The unit is eligible;
  - b. The unit has been inspected by the HHA and meets HQS or other standards for housing integrity approved by HUD (i.e. NSPIRE);
  - c. The lease offered by the owner is approved and includes the required Tenancy Addendum;
  - d. The rent to be charged by the owner for the unit is reasonable;
  - e. Where the family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the family's rent and utilities does not exceed 40 percent of the family's monthly adjusted income;
  - f. The owner is an eligible owner, not disapproved by the HHA, with no conflicts of interest;
  - g. The family and the owner have executed the lease, including the Tenancy Addendum, and the lead-based paint disclosure information.

## **B. RTA Limitation**

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

## **C. Relocation of Witnesses and Victims of Crime**

HHA will provide Housing Choice Voucher assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. The Authority will accept written referrals from HUD for such cases. All referred applicants must meet Housing Choice Voucher eligibility requirements before admission to the program.

## **D. Restrictions on Renting to Relatives**

Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the HHA has granted an exception due to an approved request for a reasonable accommodation. Owner/landlord cannot occupy the unit.

## **E. Security Deposit Requirements**

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

#### **F. Leasing Policies**

1. The Lease form must be the standard form used by the owner in the locality. The lease must contain terms consistent with state and local law, and that apply generally to unassisted tenants in the same property.
2. The HUD Addendum to the lease must be used in conjunction with the owner lease and HAP contract. If the owner uses the Texas Apartment Association Lease or his/her own lease, the Authority will review the documents to determine if they are consistent with state law.
3. The owner may be required to make changes to his/her lease agreement. If the lease does not meet HUD requirements, the Authority will explain the problems to the owner and suggest how they may be corrected by a specific date. If the lease cannot be approved for any reason, the owner and the family will be notified in writing and the reasons provided. The Authority does provide a sample lease agreement that owners may use.

#### **G. Landlord Leasing Incentives**

Upon approval from HUD, HHA will implement the following policies designed to incentivize and increase landlord participation in the tenant-based HCV program.

##### **MTW Policy**

##### **1. Vacancy Loss**

HHA will provide vacancy loss payments to eligible landlords participating in the HCV tenant-based program in order to incentive continued participation in the HCV program. Landlords will be eligible for these payments if:

- The unit is currently under a Housing Assistance Payments (HAP) contract,
- The current voucher participant has moved out,
- The owner has agreed to lease to a new voucher participant, and
- The housing unit will be vacant for a brief period of time between tenancies.

Payments to landlords will not exceed one month of the contract rent and will be paid to the owner when the next HAP contract is executed between HHA and the landlord.

##### **2. Damage Claims**

HHA will provide damage claim payments to eligible landlords participating in the HCV tenant-based program in order to incentive continued participation in the HCV program. Landlords will be eligible for damage claim payments if:

- The unit is currently under a Housing Assistance Payments (HAP) contract,
- The current voucher participant has moved out leaving tenant-caused damages to the housing unit, and
- The owner has agreed to lease to a new voucher participant.

Damage claim payments for tenant-caused damages will not exceed the lesser of the cost of the repairs or two months of contract rent minus the participant's security deposit, if applicable. The voucher participant's security deposit, if applicable, must first be used to cover damages.

Damage claim payments to landlords will be paid to the owner when the next HAP contract is executed between HHA and the landlord.

### 3. Other Incentives

HHA will provide leasing incentive payments to encourage landlords with housing units in high opportunity areas and other areas where vouchers are difficult to use to participate in the Housing Choice Voucher (HCV) tenant-based program. As of the date of this Administrative Plan, HHA has determined that vouchers are difficult to use throughout HHA's jurisdiction and therefore this incentive will apply city-wide.

Payments to landlords will not exceed one month of the contract rent and will be paid to the owner when the HAP contract is executed between HHA and the landlord.

## H. Non-Housing Agreements

1. Owners and tenants may execute agreements for services (i.e. parking, furniture, late charges, pets, community rules, and covenants) and appliances (other than range and refrigerator) and other items in addition to those that are provided under the lease, if the agreement is in writing and approved by the Authority. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to the Authority at the time when the RTA is submitted.
2. Any appliance, service or other item(s) that is routinely provided to non-subsidized tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or that is permanently installed in the unit cannot be put under separate agreement and must be included in the lease without additional charges. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.
3. The Authority is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.
4. The following types of separate agreements are not acceptable: agreements for altered security deposit, altered rent amounts, excess utilities, meals, supportive services, or any item customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants on the premises.

## H. Rent Reasonableness

Before HHA can enter into a HAP contract with an owner, HHA must verify that the rent the owner proposes to charge is reasonable.

Rent reasonableness determinations must be determined:

1. At initial lease up,
2. Owner-requested rent increase, or

3. If the published FMR is decreased by 10% or more to take effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect 1 year before the contract anniversary (24 CFR § 982.507).

As required by HUD regulations, before executing a HAP contract, HHA makes a determination that the proposed rent is reasonable in relation to comparable units in the private unassisted market. The market area for rent reasonableness comparability is the City of Houston, Texas, that area five miles beyond the City of Houston, or the nearest and most appropriate comps considering the factors listed in 4, below.

Rent must be reasonable in relation to rents charged by other owners for comparable unassisted units in the private market. The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family. Rent increases will not be approved unless any failed items identified by the most recent HQS or NSPIRE inspection have been corrected.

4. HHA will consider some or all of the following factors in making a determination of reasonable rent:
  - a. Size
  - b. Location
  - c. Type
  - d. Quality
  - e. Amenities
  - f. Age
  - g. Maintenance Services
  - h. Housing Services
  - i. Non-housing Services (if any)
  - j. Utilities
5. If the owner does not agree on a contract rent that is reasonable, after the Authority has tried and failed to negotiate a revised rent, the Authority will inform the tenant that the lease cannot be approved. The tenant should continue to locate eligible housing if his/her Voucher has not expired.
6. If the unit's rent is determined to be reasonable or if the owner accepts the offer of a revised rent that is reasonable, the Authority will continue processing the Request for Tenancy Approval and Lease.
7. By accepting each monthly HAP payment from the Authority, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units on the premises.
8. The owner must give the Authority information (if requested by the Authority) on rents charged by the owner for other units on the premises or elsewhere. The Authority will maintain records that include comparable data on unassisted units in the market.

#### **I. Rent Increases to Owners**

On or after the anniversary of the first year or term of the lease and HAP contract, owners may request a rent adjustment. All adjustment requests submitted to the Authority must be requested in writing in the format prescribed by the Authority. The owner must provide a 90-day advance notice to the family and supply a copy to the Authority. ***Owner rent adjustments, if determined***

***reasonable by the Authority, are effective the first day of the first month commencing on or after the contract anniversary date or 60 days from the first of the month following receipt of the owner request, whichever is later.*** In order for the tenant to remain on the Housing Choice Voucher program in the unit, the new rent must meet rent reasonableness. If it does not, the Authority will attempt to negotiate the rent with the owner to an amount acceptable. If the Authority is unsuccessful and the owner proceeds with the rent increase, the tenant will be issued a voucher to move to a program acceptable unit.

The Authority reserves the right to suspend processing of owner requests for rent adjustments for no more than six months, whenever funds are not sufficient to cover the cost of such adjustments.

**MTW Policy – Treatment and Excluded Groups**

If the contract rent is increased between regular recertifications, HHA will conduct an interim recertification and update the payment standard. This may result in an increase in family share if the new gross rent is above the new payment standard.

**J. Disapproval of an Owner**

The Authority will not approve a unit if the Authority has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation.

**HUD Requirements**

When directed by HUD, the Authority will not approve an owner if:

1. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
2. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

**HHA Decision to Refuse to Enter into Contracts with Certain Owners**

In its administrative discretion, the Authority may elect not to enter into new contracts or may deny approval to lease a unit from an owner for any of the following reasons:

1. The owner refused or has a history of refusing to evict tenants who engage in drug-related or violent criminal activity or who have threatened the health, safety, or peaceful enjoyment of other tenants, employees, or residences of neighbors;
2. The owner has violated obligations under a Housing Assistance Payments Contract under Section 8 of the 1937 Act;
3. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
4. The owner has engaged in drug trafficking;
5. The owner has a history or practice of non-compliance with the HQS or NSPIRE standards for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based assistance or leased under any other federal housing program;
6. The owner has a history or practice of renting units that fail to meet state or local housing codes; or
7. The owner has not paid state or local real estate taxes, fines or assessments. Nothing in

this rule is intended to give any owner any right to participate in the program.

8. If the owner is a commercial tenant, and the owner has not made its timely lease payment, or is in default of its commercial lease with the land owner.
9. If the owner fails to provide any and all documents requested by HHA for approval of the selected unit.
10. HHA reserves the right to refuse to enter into any contract with certain owners or prospective landlords if it is not in the best interest of HHA's Voucher Program Operations.

#### **K. HAP Contract Execution**

1. The HAP contract is a written agreement between the HHA and the owner of the dwelling unit occupied by a housing choice voucher assisted family. Under the HAP contract, the HHA agrees to make housing assistance payments to the owner on behalf of a specific family occupying a specific unit and obliges the owner to comply with all program requirements.
2. The HAP contract format is prescribed by HUD.
3. If the HHA has given approval for the family of the assisted tenancy, the owner and the HHA execute the HAP contract.
4. The term of the HAP contract must be the same as the term of the lease.
5. The HHA is permitted to execute a HAP contract even if the funding currently available does not extend for the full term of the HAP contract.
6. The HHA must make a best effort to ensure that the HAP contract is executed before the beginning of the lease term. Regardless, the HAP contract must be executed no later than 60 calendar days from the beginning of the lease term.
7. The HHA may not pay any housing assistance payment to the owner until the HAP contract has been executed. If the HAP contract is executed during the period of 60 calendar days from the beginning of the lease term, the HHA will pay housing assistance payments after execution of the HAP contract (in accordance with the terms of the HAP contract), to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 days).
8. Any HAP contract executed after the 60-day period is void, and the HHA may not pay any housing assistance payment to the owner.
9. The HHA may call the Owners to come into the office to sign documents, the contracts may be mailed, or inspectors may take contracts and leases to the initial inspection for tenant and owner signatures. HHA pursuant to HUD policy will also accept HAP contracts that contain electronic signatures as well as documents faxed or submitted via email.

#### **L. Changes in the HAP Contract**

- a. If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately give the HHA a copy of such changes. The lease, including any changes, must remain in accordance with the requirements of this chapter.
- b. Generally, HHA approval of tenancy and execution of a new HAP contract are not required for changes in the lease. However, under certain circumstances, voucher assistance in the unit will not be continued unless the HHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner. These circumstances include:
  - a. Changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

- b. Changes in lease provisions governing the term of the lease; and
- c. The family moves to a new unit, even if the unit is in the same building or complex
- c. In these cases, if the HCV assistance is to continue, the family must submit a new Request for Tenancy Approval (RTA) along with a new dwelling lease containing the altered terms. A new tenancy must then be approved in accordance with this chapter.
- d. If the owner intends to increase the rent, the owner must notify the HHA at least 60 days before any such changes would go into effect. The HHA will agree to such an increase only if the amount of the rent to owner is considered reasonable according to the Rent Reasonableness standards. If the requested rent is not found to be reasonable, the owner must either reduce the requested rent increase, or give the family notice in accordance with the terms of the lease.
- e. No rent increase is permitted during the initial term of the lease [24 CFR 982].

#### **M. Owner Payment**

- 1. The maximum subsidy in the Housing Choice Voucher programs is the lower of the Payment Standard *minus* the Total Tenant payment, or Gross Rent *minus* the Total Tenant Payment.
- 2. The Housing Assistance Payment to the Owner is the lesser of the Actual Housing Voucher Subsidy described above or Rent to Owner.
- 3. Once the HAP Contract is executed, the Authority begins processing payments to the owner. Checks are disbursed by the Authority to the owner or owner's agent each month. The Authority will make every effort to make timely HAP payments to owners.
- 4. If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the Authority will pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, the Authority will not be obligated to pay any late payment penalty if HUD determines the late payment by the Authority is due to factors beyond the Authority's control, including inaccurate information about the unit or utility payment in the RTA. The Authority will not be obligated to pay any late payment penalty if housing assistance payments by the Authority are delayed or denied as a remedy for owner breach of the HAP contract (including, any of the following of the Authority's remedies: recovery of over-payments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments, and termination of the contract).
- 5. The submitted claim must include a copy of the owner's lease stating the late fee amount and late fee deadlines applicable to renters, the amount requested, and documentation that similar amounts have customarily been collected from other tenants. The Authority is only liable for the amounts and dates stated in the owner's lease. The Authority will review the claim, the client file and payment records. The Authority will make a determination on each claim and respond to the claimant accordingly. Claims that are approved for payment will be paid within 30 days. Owners will receive written notification of claims that are approved or denied, including reason(s) that the claim is denied.
- 6. The Authority is not responsible for payment of late fees caused by: the tenant's late payment of rent; late HUD fund transfer; HAP payments on hold (HQS/NSPIRE, etc.), or for any other reason permitted by HUD.
- 7. Owner payments will be placed on hold if:
  - a. The unit fails two consecutive HQS or NSPIRE inspections;
  - b. Ownership of the unit has changed;

- c. Unit ownership is in question; or
- d. Any other reason the Authority determines that the HAP contract has been breached.

#### **N. Termination of the HAP Contract**

All terminations of a HAP contract initiated by the Authority will be sent in writing to the owner and family. Automatic termination of HAP payments results when:

1. A family vacates the unit;
2. The lease is terminated by the owner or the family;
3. The owner will not renew the HAP contract or extend the current lease;
4. The sole participant dies;
5. In instances where a household is over-income and the Authority provides no HAP to the owner but the tenant retains a voucher for 180 days;
6. The Authority terminates assistance for the family;
7. The unit failed HQS or NSPIRE and has not been repaired in the required timeframe;
8. The owner violates the HAP contract; or
9. The family violates any of its obligations under the Housing Choice Voucher Program(s).

#### **O. Change in Ownership**

1. The Authority must receive a written request by the owner in order to make changes regarding who is to receive the Authority's rent payment and/or the address to which payment is to be sent.
2. The Authority will process a change of ownership only upon the written request and accompanied by documentation of the title transfer, i.e., recorded deed, legal documents of sale, etc.



### **XIII. MOVES**

#### **A. Moves**

Freedom of housing choice is a hallmark of the housing choice voucher (HCV) program. In general, HUD regulations impose few restrictions on where families may live or move with HCV assistance. This chapter sets forth HUD regulations and HHA policies governing moves within HHA's jurisdiction.

#### **B. Allowable Moves**

HHA will allow families to move under the following circumstances:

- **Family Termination:** The family has a right to terminate the lease on notice to the owner (for the owner's breach or otherwise). The family must give the owner a notice of termination in accordance with the lease. If the family terminates the lease on notice to the owner, the family must give HHA a copy of the notice at the same time.
- **Family and Owner Mutual Termination:** If the family and the owner mutually agree to terminate the lease for the family's unit, the family must give HHA a copy of the termination agreement.
- **Owner Notice to Vacate:** The owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family. The family must give HHA a copy of any owner eviction notice.
- **VAWA:** The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member. See [VIOLENCE AGAINST WOMEN ACT \(VAWA\) POLICY](#).
- **HHA Termination Due to Owner Breach:** HHA has terminated the assisted lease for the family's unit for the owner's breach, including owner breach due to HQS or NSPIRE violations.
- **Move Due to Unit Size:** HHA determines that the family's current unit does not meet the HQS or NSPIRE space standards because of an increase in family size or a change in family composition. In such cases, HHA will issue the family a new voucher, and the family try to find an acceptable unit as soon as possible. If an acceptable unit is available for the family, HHA will terminate the HAP contract for the family's old unit in accordance with the HAP contract terms and will notify both the family and the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which HHA gives notice to the owner.

#### **C. Insufficient Funding**

HHA may deny a family permission to move either within or outside its jurisdiction if HHA does not have sufficient funding for continued assistance. HHA will follow regulatory requirements related to restrictions on moves due to insufficient funding. HHA will inform the family of its policy regarding moves denied due to insufficient funding in a letter to the family at the time the move is denied.

HHA may deny a request to move due to insufficient funding if all of the following applies:

1. The move is to a higher cost unit (for moves within HHA's jurisdiction).
2. The receiving PHA is **not** absorbing the voucher (applicable only to portability moves; see [Error! Reference source not found.](#)).
3. HHA would be unable to avoid termination of current participants during the calendar year in order to remain within its budgetary allocation for housing assistance payments.

If HHA approves a family's request to move and then subsequently experiences a funding shortfall, HHA may only rescind the voucher if the family would be allowed to remain in its current unit. If the family cannot remain in the unit (e.g., family has already vacated the unit or family has already notified the owner of their intent to vacate and the owner has re-let the unit to another family) HHA will not rescind the voucher. The family must be allowed to lease a new unit.

HHA will **not** deny a move for families moving within HHA's jurisdiction (even if the new unit is a higher cost unit) if the family must move from their current unit (e.g., the unit failed HQS or NSPIRE, the owner failed to renew the lease).

HHA will create a list of families whose moves have been denied due to insufficient funding. HHA will keep the family's request open indefinitely, and when funds become available, the families on this list will take precedence over families on the waiting list. HHA will use the same procedures for notifying families with open requests to move when funds become available as it uses for notifying families on the waiting list.

#### **D. Pending Termination of Assistance**

HHA may deny a family permission to move if it has grounds for terminating the family's assistance.

#### **E. Moves During the Initial Lease Term**

HHA will deny a family permission to make an elective move during the family's initial lease term. This policy applies to moves within HHA's jurisdiction or outside it under portability. Exceptions to this policy include moves related to VAWA, reasonable accommodation and/or HQS or NSPIRE violations.

#### **F. Moves within a 12-Month Period**

HHA will deny a family permission to make more than one elective move during any 12-month period. This policy applies to all assisted families residing in HHA's jurisdiction.

HHA will consider exceptions to these policies for the following reasons, including but not limited to:

- Protect the health or safety of a family member (e.g., lead-based paint hazards, domestic violence, witness protection programs);
- Accommodate a change in family circumstances (i.e., new employment, school attendance in a distant area);

- Address an emergency situation over which a family has no control (i.e., foreclosure of the rental unit);
- Reasonable accommodation of a family member who is a person with disabilities.

#### **G. Request to Move**

If a family wishes to move to a new unit, the family must notify HHA and the owner in writing before moving out of the old unit or terminating the lease on notice to the owner.

If the family wishes to move to a unit outside HHA’s jurisdiction, see [PORTABILITY](#) policies.

#### **H. Approval**

Upon receipt of a family’s notification that it wishes to move, HHA will determine whether the move is approvable in accordance with the regulations and policies set forth in in this Plan. HHA will timely notify the family in writing of its determination.

#### **I. Reexamination of Family Income and Composition**

For families approved to move to a new unit within HHA’s jurisdiction, HHA will perform a new regular reexamination within 120 days of the next reexamination. HHA will not reverify family information if the last regular reexamination was effective within 120 days from the date of the request to move.

##### **MTW Policy – Treatment Group**

If a household moves, update the payment standard and utility schedule and conduct an Other Change of Unit (50058 action type = 7) to process the move but **do not adjust the tiered rent TTP**. Tenant rent may changes due to the application of the updated payment standard and utility allowance; however, TTP will not change.

Use current gross income to test for unit affordability. However, if household income has increased since the last action, the households can request a review of updated current income, so the household can afford a unit with higher rent.

Do not change the effective date to align with the new lease date after study enrollment.

#### **J. Voucher Issuance and Briefing**

For families approved to move to a new unit within HHA’s jurisdiction, HHA will issue a new voucher when the move is approved. At HHA’s discretion, no briefing may be required for these families. If a family does not locate a new unit within the term of the voucher and any extensions, the family may remain in its current unit with continued voucher assistance if the owner agrees and HHA approves. Otherwise, the family will lose its assistance.

#### **K. Unit Not Ready On Scheduled Vacate Date**

If the participant family's new unit is not available at the time of the scheduled vacate date from the current unit, the family may submit a written request signed by both owner and tenant to remain in their current unit with HCV assistance for a period not to exceed one month. For further extensions, additional written requests will be required.

#### **L. Family Opts Not to Move**

If the participant elects **not** to vacate their current unit, the participant must provide to HHA a written agreement signed by both owner and tenant to continue the existing lease and HAP Contract.

#### **M. Housing Assistance Payments**

When a family moves out of an assisted unit, HHA will not make any housing assistance payment to the owner for any month **after** the month the family moves out. The owner may keep the housing assistance payment for the month when the family moves out of the unit.

If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.

#### **N. Zero HAP Families Who Wish to Move**

A participant who is not receiving any subsidy, but whose HAP contract is still in force, may request a voucher to move to a different unit. However, if no subsidy will be paid at the unit to which the family requests to move, HHA will enter into a HAP contract for the balance of the 180 days..

## **XIV. PORTABILITY**

Portability is a feature of the HCV program under which voucher holders may use their vouchers in jurisdictions other than those that issued the voucher. Eligible families are permitted to port to another jurisdiction that runs an HCV program, subject to the policies outlined below.

### **A. Outgoing Vouchers:**

1. Nonresident applicants (24 CFR § 982.353). If neither the household head nor spouse of an assisted family already had a “domicile” (legal residence) in the jurisdiction of the initial PHA – HHA - at the time when the family first submitted an application for participation in the program to the initial PHA. Nonresident applicants at the time of application must lease within HHA’s jurisdiction for 12 months before becoming eligible for portability.
  - a) This does not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and the move is needed to protect the health or safety of the family or family member, or any family member who has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family’s request to move.
2. Families whose head of household and spouse lived in Houston on the date of application are eligible for portability as soon as they receive their voucher as long as they hold a valid housing voucher, have not violated any Family Obligations, and/or do not owe the Authority money.
3. In the case of an HHA projected shortfall of funding, HHA may limit portability to a location where their housing assistance payment would not be greater than it would be in Houston based on its payment standards and occupancy standards, if the receiving PHA cannot absorb the voucher.
4. Families that are new admissions to the program must meet the income eligibility requirements applicable to the area where the family initially leases a unit with assistance.
5. Families must notify the Authority in writing when they want to move out of the Authority’s jurisdiction using the portability feature.
6. Voucher Extensions and Expiration (outgoing portable families)
  - a. HHA will not approve an extension for a voucher issued to an applicant or participant family porting out of HHA’s jurisdiction, except under the following circumstances:
    - i. The initial term of the voucher will expire before the portable family will be issued a voucher by the receiving PHA;
    - ii. The family decides to return to HHA’s jurisdiction and search for a unit; or
    - iii. The family decides to search for a unit in a third PHA’s jurisdiction.
7. Freedom of choice. The PHA may not directly or indirectly reduce the family's opportunity to select among available units, The Authority provides families the information required in §982.301 for both the oral briefing and the information packet to ensure that they have the information they need to make an informed decision on their housing choice.

### **B. Port-Outs in the Treatment Group**

If a household ports out, they are not longer subject to the tiered rent policy regardless of whether the receiving PHA absorbs or administers the household; however, they may still be part of the study data collection.

### **Returning Study Households**

#### **All Groups**

If a household completes study enrollment and is randomly assigned to a rent rule group, then ports out or exits the program, and then returns to HHA, they will be served according to their original randomly assigned rent rules group status (regardless of whether they are a billed or absorbed port-in).

- For example, if the household was under the Tiered Rent Policy and ported out, they would continue to be under the Tiered Rent Policy if they ported back in.

HHA will conduct a new income collection and review, set a new tiered rent using current gross income, and establish a new triennial recertification schedule.

### **C. Incoming Vouchers:**

Eligible Families are permitted to port into HHA, subject to the following policy:

1. HHA will absorb all incoming portable vouchers when it is below 95 percent leasing and is below 95 percent budget utilized on a year-to-date basis. Otherwise, when the Authority reaches lease-up or budget utilization rates beyond these thresholds (or when there are questions about the availability of HUD HAP payments), the Authority may or may not absorb incoming portable vouchers but may bill the sending housing authority for the family's costs under the program. If after residing in the Authority's jurisdiction for 12-months or more, HHA will absorb the voucher.
2. Voucher Extensions (incoming portable families): HHA may provide additional search time to the family beyond the expiration date of the initial PHA's voucher; however, if it does so, it must inform the initial PHA of the extension. It must also bear in mind the billing deadline provided by the initial PHA. HHA will consider an exception to this policy as a reasonable accommodation to a person with disabilities.

### **D. Ports In & Tiered Rent**

If a household ports in and HHA absorbs the household, the household is treated as a new admission and will be part of the Excluded group; however, if the port is during the initial enrollment period the absorbed port-in may be randomly assigned to the Treatment or Control group.

Administered port-ins are excluded from the tiered rent policy.

## **XV. INSPECTIONS POLICY**

### **A. Housing Quality Standards and Inspections**

HHA will update inspections policies and protocols to comply with the National Standards for the Physical Inspection of Real Estate (NSPIRE) upon further implementation guidance from HUD and upon HHA's adoption and implementation of NSPIRE.

1. The Authority is required by HUD regulations to inspect the unit to ensure it meets Housing Quality Standards, (HQS) or other standards for housing integrity approved by HUD (i.e. NSPIRE).
2. Units may be initially be placed under contract in the Housing Choice Voucher Program if there are no existing emergency fails. Units must also continue to meet applicable inspections standards as long as the family continues to receive housing assistance in the assisted unit. HQS or NSPIRE takes precedence over local housing codes and other codes.
3. The family must allow the Authority and the owner to inspect the unit at reasonable times with reasonable notice and grant access to the unit in emergencies. Failure to allow access for inspection or an emergency is a violation of the family obligations and grounds for termination from the program.
4. Modifications to Provide Accessibility
  - a. Under the Fair Housing Act of 1988, an owner must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit. Such modifications are at the family's expense.
  - b. Modifications to units to provide access for a person with a disability must meet all applicable HQS or NSPIRE requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.15 1(c) and Notice 2003-3 1] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.
  - c. The owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises.
  - d. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary, to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time.
  - e. The interest in any such account accrues to the benefit of the tenant and the owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained.
  - f. If a family member with a disability requires extensive modifications to a unit, the family, owner and HHA may agree that the owner will make the modifications and HHA will grant an exception rent because of the unit modifications. The difference between this exception rent and the payment standard will be paid by HHA, not passed on to the family.

### **B. Alternative Inspection Schedule**

<b>MTW Policy – All Groups</b>
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HHA will implement an alternative inspection schedule for HCV units based on HHA's assessment of the age, property/unit condition and quality of property management for individual units or building under a Housing Assistance Payments contract.

The alternative inspection will require that all units meet HUD Housing Quality Standards (HQS) or NSPIRE requirements and be inspected at least once every three years.

All program participants will be able to request an interim inspection in accordance with HHA Administrative Plan policies. HUD shall be able to conduct or direct HHA to conduct inspections at any time for health, safety and/or accessibility purposes.

### **C. Family Responsibilities**

The family is responsible for correcting the following HQS or NSPIRE deficiencies:

- i. Tenant-paid utilities not in service
- ii. Failure to provide or maintain family-supplied appliances
- iii. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. Normal wear and tear is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

### **D. Owner Responsibilities**

The owner is responsible for all HQS or NSPIRE violations not listed as a family responsibility above.

### **E. Special Requirements for children with elevated blood-lead levels**

- a. If a HHA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an HCV-assisted unit has been identified as having an environmental intervention blood lead level, the HHA must complete a risk assessment of the dwelling unit.
- b. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.
- c. Within 30 days after receiving the risk assessment report from the HHA, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations.
- d. If the owner does not complete the "hazard reduction" as required, the dwelling unit is in violation of HQS or NSPIRE and the HHA will take action in accordance with regulations.

### **F. Violation of Space Standards**

If a unit does not meet the space standards because of an increase in family size or a change in family composition, at the family's next annual reexamination, the HHA will authorize the issuance



of a new voucher at the expiration of the family's lease, and the family must try to find an acceptable unit as soon as possible.

#### **G. Additional Inspection Requirements**

1. HHA uses the acceptability criteria in HUD program regulations, interpretative guidance of acceptability criteria in Form HUD 52580-A Inspection Checklist, and the HUD Housing Inspection Manual.
2. Where these documents instruct, that guidance should be sought from local codes/practice, HHA has issued instructive guidance in the form of Inspection Policy and Procedure maintained in the Authority's Inspections Office.
3. In addition to HQS or NSPIRE standards, the Authority adheres to the following:
  - a. Units that are not provided with refrigerated air by the owner must have screens installed at each opening of the building.
  - b. If screens are not provided, provide and maintain in good operating condition refrigerated air equipment capable of maintaining a maximum inside temperature that is 20 degrees Fahrenheit lower than the outside temperature or 85 degrees Fahrenheit, whichever is warmer, in each room intended for habitation.
  - c. Provide and maintain heating equipment in good operating condition that is capable of maintaining a minimum inside temperature of 70 degrees Fahrenheit, when it is no less than 20 degrees Fahrenheit outside. Inside temperature is to be measured at a point three (3) feet above the floor in each room intended for habitation.
  - d. Hot water will be provided at the kitchen sink, bathroom lavatory, tub or shower at a minimum temperature of 120 degrees Fahrenheit.
  - e. Each dwelling unit will contain at least 150 square feet of habitable floor space for the first resident and at least 100 square feet of additional habitable floor space for each additional resident. Each room occupied for sleeping purposes by one resident will contain at least 70 square feet of habitable floor space and each room occupied for sleeping purposes by more than one will contain at least 50 square feet of habitable floor space for each resident. Children under 12 months are not considered residents and children under six years of age are considered as one-half of one resident for purposes of this definition.
  - f. Unvented fuel burning portable space heaters, such as kerosene units or other open flame portable heating units, are strictly prohibited in all dwelling units. An unvented heating appliance designed for stationary installation and utilized to provide comfort heating will be allowed in dwelling units provided:
    - i. A manual shut off valve is installed at the connection to the stationary gas piping serving the heating equipment,
    - ii. The system appears in good repair as determined by the inspector; and
    - iii. No work has/is being completed on the gas system for the dwelling under Codes and conditions.
  - g. Electric space heaters are prohibited.

#### **H. Pre-Qualifying Unit Inspection**

<b>MTW Policy – Pre-Qualifying Unit Inspections: All Groups</b>
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HHA may conduct pre-qualifying unit inspections to determine if the unit meets HQS or NSPIRE standards provided that the pre-qualifying unit inspection is done no more than 90 days prior to the participant occupying the unit.

Families may request an interim inspection by contacting HHA at any time in accordance with HHA HQS or NSPIRE policies.

## **I. Types of Inspections**

HHA conducts the following types of inspections as needed:

1. Initial Inspections: The HHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program. Units may be initially be placed under contract in the Housing Choice Voucher Program if there are no existing emergency fails.
2. Biennial Inspections: HUD requires the HHA to inspect each unit under lease at least every 24 months to confirm that the unit still meets inspections standards. The inspection may be conducted in conjunction with the family's annual reexamination, but also may be conducted separately.
3. Special Inspections: A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between biennial inspections.
4. Quality Control Inspections: HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that inspections standards are being enforced correctly and uniformly by all inspectors.
5. Reinspection Fee: A fee may be charged; i) if an owner stated that a deficiency had been fixed and the deficiency is found during reinspection to persist or ii) if a reinspection conducted after the expiration of the timeframe for repairs reveals that the deficiency persists.
6. No-Show Charges: Owners who fail to make their units available for scheduled initial inspections are charged a fee.
  - a. The No-Show charge is waived for owners who give at least 24 hours written notice to HHA that they are unable to make their unit available for a scheduled initial inspection.
7. Alternate Inspections: HHA may accept an alternate inspection in accordance with 24 CFR 982.406 if HHA can reasonably determine from the result of that inspection that the unit would meet Housing Quality Standards.

## **J. Emergency Fail Items**

The following items are considered emergency fails (subject to correction in 24 hours or less):

1. No electricity;
2. No running water;
3. No hot water;
4. Natural gas fumes from fuel burning appliances/equipment or inoperable or deficient fuel burning appliances or equipment.
5. Major plumbing leaks or flooding, (such as sewer back-up or water line breakage);
6. Any electrical fixture or equipment that smokes, sparks, or short circuits that could create a fire hazard;
7. Uninhabitable units due to fire, tornado, flood, or destroyed/vandalized units that prevent a tenant from using the bathroom or kitchen;
8. Any life-threatening condition as determined by the Inspector and approved by the

- Inspection Supervisor;
9. Waterlogged ceiling or floor in imminent danger of falling/collapsing;
  10. Absence of a working heating system when outside temperature has fallen below 60 degrees Fahrenheit on one of the previous seven days before the inspection. (The National Weather Service's measurement of temperature at Houston Hobby Airport will be utilized);
  11. Presence of a non-working air conditioner when the outside temperature has reached above 85 degrees Fahrenheit on one of the previous seven days before the inspection. (The National Weather Service's measurement of temperature at Houston Hobby Airport will be utilized);
  12. Conditions that present the imminent possibility of injury;
  13. Obstacles that prevent safe entrance or exit from the unit;
  14. Absence of a functioning toilet in the unit;
  15. Absence of or inoperable smoke detectors;
  16. Absence of or inoperable carbon monoxide detectors (when required)

#### **J. Inspection Owner Compliance**

If the owner fails to maintain the dwelling unit in accordance with HQS or NSPIRE, HHA will take prompt and vigorous action to enforce the owner obligations. HHA will provide two HQS or NSPIRE inspections, regardless of the reason for the inspection. At HHA's sole discretion, HHA will either complete a re-inspection or allow the landlord and client to submit a Certification of Work Completed Notice. If HHA cannot verify that deficiencies have been corrected or a dwelling fails both inspections due to the owner and/or program participant then the unit will enter failed status. Failed status will result in the termination of the HAP contract and either voucher issuance to the client (owner-related failed inspection) or the termination of the client (client-related or owner and client-related failed inspection).

1. HAP Abatement
  - a. If an owner fails to correct deficiencies by the time specified by the HHA, HUD requires the HHA to abate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension). If the owner's unit remains in extended non-compliance, no retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of inspections failures that are the family's responsibility.
  - b. During any abatement period, the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.
2. HAP Contract Termination
  - a. The maximum length of time that HAP may be abated is 90 days. However, if the owner completes corrections and notifies the HHA before the termination date of the HAP contract, the HHA may rescind the termination notice if (1) the family still resides in the unit and wishes to remain in the unit; and (2) the unit passes inspection. If the owner would like a 3<sup>rd</sup> and final inspection, the owner must submit a written request, signed by the tenant, for another inspection to HHA within 90 days of the abatement.
  - b. Reasonable notice of HAP contract termination by the HHA is 30 days.

#### **K. Inspection Family Compliance**

Enforcing Family Compliance with HQS or NSPIRE. Families are responsible for correcting any inspections violations listed in this Plan.

1. If the family fails to correct a violation within the period allowed by the HHA (and any extensions), the HHA will terminate the family's assistance. However, if the tenant completes the corrections, the tenant may submit a written request for another inspection. The request must be received by HHA before the date of the scheduled Informal Hearing and the unit must pass inspection. If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

## **XVI. ONGOING PROGRAM OPERATIONS**

### **A. Regular Recertification Frequency**

Regular recertification has varying frequencies based on the group the family has been assigned. Generally the recertification frequency is as follows:

- Treatment Group: Triennial
- Excluded Group: Triennial
- Control Group: Annual

### **B. Phase-In for the Excluded Group**

HHA will phase in the triennial recertification frequency over a three year period for the excluded group. During the first year, one third of families in the excluded group will complete a recertification. During years two and three, one third of remaining families in the excluded group will complete a recertification so that all families will be on a triennial recertification frequency by the end of year three. Families will be selected randomly to determine their initial phase in year.

### **C. Regular Recertification Process**

1. Recertification packets will be mailed 90-120 days in advance of the scheduled regular recertification effective date.
2. Recertification dates may change when a family moves.
3. The head of household will be notified that she/he is required to complete and return the recertification materials by a specified date, including, providing signatures on any third-party verification forms needed.
4. If the family fails to provide all required documentation, the family will be allowed 10 additional days, from the date of the request, to submit the required data. If the data is not then submitted, the family will be terminated for violation of family obligations.
5. HHA may conduct face-to-face or mail-in recertifications. Exceptions will be granted if required to provide a reasonable accommodation to participants with disabilities or to assist elderly clients.
6. If an in-person recertification is to be performed, the head of household or spouse must attend the interview and bring the completed packet and all required documentation.
7. A required interview may be rescheduled once, based upon approval of extenuating circumstances, i.e., medical or disability-related reasons.
8. If the family fails to attend two (2) scheduled recertification appointments, the family will be terminated for failure to comply with program requirements.
9. Upon completion of the recertification, HHA will notify the owner and tenant in writing of the new rent to be paid by the tenant and of the new Housing Assistance Payment, if applicable.
10. If there is any increase in tenant income that increases the tenant portion of rent, the tenant will be given 30 days' notice of the increase in rent.
11. If recertification completion was delayed by the tenant, the increase will be made retroactive to the original effective date of the recertification.

12. If there is any decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.
13. During the regular reexamination process, the HHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR 5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents based on the policies in this Plan.
14. If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated in accordance with the policies in this Plan.
15. If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), the HHA will process a reexamination in accordance with the policies in this chapter.

#### **D. Streamlined Recertification for Family Members with Fixed Income Sources:**

##### **All Groups**

HHA will conduct a streamlined income determination process for family members with fixed sources of income. Third party verification of all income sources will be obtained during the intake process and every three years thereafter. In the intervening years, where applicable, HHA will determine income from fixed sources by applying a verified cost of living adjustment (COLA) or rate of interest. However, upon request of the family, HHA will perform third-party verification of all income sources.

- Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family receives income from non-fixed income sources.
- If at least 90 percent of the family's income is from fixed sources, HHA will streamline the verification of fixed income but will not verify non-fixed income amounts.
- If the family receives less than 90 percent of its income from fixed sources, HHA will streamline the verification of fixed income and will conduct third party verification of non-fixed income annually.
- If a family member with a fixed source of income is added, HHA will use third-party verification of all income amounts for that family member.
- If verification of the COLA or rate of interest is not available, HHA will obtain third party verification of income amounts

#### **E. Interim Changes in Income and Family Composition or Status**

Reporting of certain interim changes is required, while reporting of other interim changes is discretionary. The policies below provide detail on required and discretionary interim reporting requirements, including applicability to the respective groups – Treatment, Control & Excluded groups.

#### **F. Changes in Household Composition**

##### **All Groups**

The family is required to report all changes in household composition, in writing, to HHA within 10 days of the change:

- A family member is added by birth, adoption or court-awarded custody, with or without increased income;
- The family wants permission to add a member by any method other than birth, adoption or court-awarded custody, i.e. marriage, inter-dependent relationship, foster child, foster adult and/or live-in aide; and/or
- The family removes a member.

HHA will follow the policies below regarding changes in household composition.

1. HHA is required to approve the admission of other children as household members to the family of children by birth, adoption, or court- awarded custody, and
2. HHA may permit the admission of other household members who were not a party to the lease, with written owner approval, based on the following criteria and provided the member is program eligible:
  - a. Marriage
  - b. Temporary custody foster children
  - c. Other family member additions
2. Other than for children added by birth, adoption or court-awarded custody, addition of family members will not be approved by HHA, if the addition disqualifies the family for the unit size it was approved for at the time they sought to add a new member or members. The living room is permitted to be used as a living/sleeping room.  
The only exception to the rule requiring that the unit size not be increased will be for persons who are verified to need live-in aides because of a family member's disability.
4. Before persons' age 18 or older will be added to the family, they will be subject to the same criminal history screening used for all applicants.
5. Additional family members must be authorized by HHA and approved by the owner through an amendment to the lease agreement.
6. Failure on the part of the owner to approve an additional Family Member to the assisted unit does not constitute automatic grounds for termination of the lease agreement or automatic grounds for HHA to issue a new Housing Voucher to the family to facilitate moving to another unit. Instead, it means that addition of the requested family member is a lease violation and may subject the family to termination of assistance.
7. A family member who has been removed from the lease at the family's request may not be re-added to the household until the next regular recertification, and then, only with HHA's permission.
8. A family that includes a member with a disability may receive authorization to relocate to an accessible unit.
9. All requests to remove a household member must be accompanied by supporting documentation that the member that the family seeks to remove has another verifiable address. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent, driver's license indicating an address at a location corresponding to the utility billing or lease, or lease agreement in his/her name at another location.
10. Failure of the family to report an over-housed situation may result in a Houston Housing Authority requirement for repayment of excess HAP payments and/or termination from the

program.

11. Failure to timely report changes in household composition may result in a retroactive rent increase, but not a retroactive credit or rent reduction.

#### **Control Group**

When a change in household composition is processed as an interim recertification, HHA will update household composition; however TTP, as a result of an increase in income, will not be adjusted until the next regular recertification. HHA will update the payment standard, voucher size and utility allowance at the first regular recertification after the change in household composition.

#### **Excluded Group**

When a change in household composition is processed as an interim recertification, HHA will update household composition and update the payment standard, voucher size and utility allowance at the time the interim recertification is processed. TTP, as a result of an increase in income, will not change until the next triennial recertification however, tenant rent may be impacted as a result of the change in payment standard, voucher size and utility allowance.

#### **Treatment Group**

When a change in household composition is processed as an interim recertification, HHA will update household composition and update the payment standard, voucher size and utility allowance at the time the interim recertification is processed. TTP, as a result of an increase in income, will not change until the next triennial recertification however, tenant rent may be impacted as a result of the change in payment standard, voucher size and utility allowance.

### **G. Increases in Income**

#### **All Groups**

Unless otherwise required by HUD, increases in income, including cost of living adjustments to recipients of Social Security, TANF, and Veterans Assistance, and new or increased amounts of unearned income **do NOT need to be reported** until the next regular re-certification, except as stated below for zero income families in the control and excluded groups.

### **H. Zero Income Families – Increase in Income**

#### **Control and Excluded Groups**

Zero income families are required to report any increase in any type of income, including cash and non-cash contributions, between regular recertifications.

HHA will conduct an interim recertification and increase rent for zero income families when income is received. When the family is no longer a zero income family, interim reporting of increases in income is not required.

HHA will run an EIV income report every 180 days for families reporting zero income and will take appropriate action for unreported income.

### **I. Interim Rent Decreases**



## **Control and Excluded Groups**

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

1. Decrease in earned or unearned income;
2. Increase in allowances or deductions;
3. For families whose annual income cannot be projected with any reasonable degree of accuracy, re-certification may be scheduled more often.

## **J. Interim Rent Increases**

### **Treatment, Control and Excluded Groups**

Interim increases in Tenant Rent will be made only when:

1. **All Groups:** The tenant has misrepresented any facts related to income or deductions from income; or
2. **Control & Excluded Groups Only:** The tenant has claimed zero income and has been verified to have cash or non-cash income; or charitable contributions.

## **K. Timing of Interim Rent Adjustments**

### **Control and Excluded Groups**

1. Interim rent increases will be effective 30 days after the first of the month following the increase in income.
2. Decreases in the tenant rent will be effective the first of the month following the month a valid change was reported.
3. If a family's rent is increased due to unreported income, overstated deductions, or unreported changes in household composition, the increase will be effective retroactive to the date when the rent should have increased.
4. If the family's rent is decreased due to unreported change in income, understated deductions, or unreported changes in household composition, the decrease will be effective the first date of the month after completion of the re-certification. No retroactive rent decreases will be granted.
5. Participants must report changes in income before the 15<sup>th</sup> of the month in order to have the decreased rent effective for the first of the following month.
6. If paperwork to process the reduction is not received by the 15<sup>th</sup> of the month, the decreased rent may not be effective by the first of the following month, but the family will be credited retroactively because its request was timely.
7. If the family causes delays in completing an interim re-certification, the Authority may terminate assistance.
8. The owner and tenant will be sent a notification letter informing them of any change in Rent, Tenant Rent, and HAP, and the effective date of the changes.
9. Interim re-certifications do not affect regularly scheduled re-certification effective dates.

## **L. Adjusting Rent between Regular Reexaminations**

### Control and Excluded Groups

HHA determinations on processing interim changes in rent **in between Regular Reexaminations** in accordance with the chart below.

<u>INTERIM CHANGE</u>	<u>HHA ACTION</u>
<ul style="list-style-type: none"><li>Decrease in income <u>except</u> for decrease that lasts less than 30 days or is subject to Imputed Welfare Income rules.</li></ul>	<ul style="list-style-type: none"><li>HHA will process an interim reduction in tenant rent (i.e. Total Tenant Payment) if the household's income decreases.</li></ul>
<ul style="list-style-type: none"><li>Increases in any type of income between regular recertifications, including moves and port outs.</li></ul>	<ul style="list-style-type: none"><li>Unless otherwise required by HUD, HHA will <u>not</u> recalculate household income until the effective date of their next regular certification.</li></ul>
<ul style="list-style-type: none"><li>Change in household composition</li></ul>	<ul style="list-style-type: none"><li>HHA will conduct an Interim recertification to add the family member; however, income will not be recalculated until the next reexam.</li><li>See changes in household composition for detailed policy on changes in household composition.</li></ul>
<ul style="list-style-type: none"><li>Increase in monetary or non-monetary income after a household claimed zero income</li></ul>	<ul style="list-style-type: none"><li>HHA will process an interim change to rent.</li></ul>
<ul style="list-style-type: none"><li>Any income change within 3 months prior to the scheduled recertification</li></ul>	<ul style="list-style-type: none"><li>HHA may choose whether or not to conduct an Interim Redetermination within 3 months prior to the scheduled recertification.</li></ul>

### M. Family Absences from the Unit

The family may not be absent from the unit for a period of more than 180 consecutive days for any reason or the family will be terminated from the program.

The Houston Housing Authority is required to immediately terminate program assistance for deceased single member households which will result in termination of the HAP contract and HAP to the owner. The owner is not entitled to HAP for any month following the month in which the death occurred. There are no exceptions to this policy. When the Head of Household dies and the only remaining household member is the live-in aide, the live-in aide is not entitled or eligible for any rental assistance or continued occupancy in a subsidized unit. By definition, the live-in aide would not be living in the subsidized unit except to provide the necessary supportive services on behalf of the elderly or disabled Head of Household.

### N. Remaining Family Members

A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left. If the head of household leaves the Housing Choice Voucher program for any reason, any remaining adult in the household may be designated by the remaining family as the head of household. If there are no remaining adults in

the household, the Authority may, at its discretion, allow another person related to the remaining tenant family by blood or marriage or court action to assume head of household responsibilities, even though that person was not previously listed on the lease.

## **O. Family Moves**

### **Moratorium on Family Moves**

HHA may enact a moratorium on all optional moves by the family. When such a moratorium is in effect, moves will still be permitted because of:

1. Relocation directed by the Authority;
2. Owner-caused failed HQS or NSPIRE so long as the tenant is in compliance with program regulations;
3. Family need for an accessible unit to accommodate a member's disability;
4. Catastrophic disasters;
5. Family member is determined to be endangered from specific criminal activity directed at the family member, rather than simply crime encountered because of the location of the family's unit, as verified by a threat assessment; or
6. Family size exceeds voucher size by two or more persons.

### **When Moves Are Permitted**

A family is not permitted to move during the initial lease term or more than once during a one-year period, unless termination of the lease is mutually agreed upon by the landlord and tenant, and the request to move is approved by HHA. Exceptions to restricting moves to the first term of the lease or within a 12-month period will be determined by HHA.

Unless otherwise approved by the Houston Housing Authority's Director of HCV or his/her designee, mutual rescissions of a lease between tenant and landlord are not allowed unless due to an approved request for reasonable accommodation. A participant who chooses to rescind a current lease with a landlord unilaterally prior to the last 30 days within the first twelve months of the initial lease, without Authority approval may be subject to termination of assistance. This applies even in instances when the tenant provides written notice to vacate at least 30 days from the effective of their move.

### **Moves within the Authority's Jurisdiction**

1. Other than the exceptions noted above, families will be eligible to move within the Authority's jurisdiction with continued assistance only if they:
  - a. Currently live in the Authority's jurisdiction;
  - b. Hold a valid Housing Voucher;
  - c. Are eligible to move; have not violated any Family obligations;
  - d. Do not owe the Authority (or any other Housing Authority) any money or have paid applicable Housing Authorities for monies owed in full; and
  - e. Are moving at the date that their lease expires.
2. A family that wants to move with continued assistance must vacate the unit in compliance with the lease and provide proper notice to the owner (as required under the lease) and to the Authority.
3. Failure to provide such notice will result in termination of assistance due to failure to comply with family obligations.
4. Families that want to move must request a moving packet and must attend a move briefing. Priorities for scheduling families for the move briefings are as follows:

- a. Uninhabitable unit, including, catastrophic disasters, uncorrected owner-caused HQS or NSPIRE failures, and overcrowding as defined in HQS or NSPIRE.
  - b. Medical or disability-related need, as documented by a knowledgeable third-party.
  - c. Reduction in the family's voucher size that results in the family paying excessive rent.
  - d. Upward change in the family's voucher size that allows the family to lease a larger unit.
  - e. Voluntary moves to coincide with the end of the first 12-months of occupancy.
  - f. All other moves.
5. The Authority may conduct a criminal background check of household members over the age of 17 prior to issuing a moving packet. If the family is eligible to move, has not violated their Program Obligations or Lease Agreement, and does not owe the Authority money, the family will be offered a new voucher to search for another unit.
  6. At any time, the Authority may deny permission to move due to the following:
    - a. The family does not notify the Authority and the owner before the family moves out of the unit or terminates the lease.
    - b. The family does not allow the Authority and the owner to inspect/repair the unit at reasonable times and after reasonable notice.
    - c. The family is responsible for an HQS failure.
    - d. The family, or any member thereof, has committed any serious or repeated violations of the assisted dwelling lease and/or lease addendum. Mere allegations by the owner that lease violations have occurred are insufficient to invoke this requirement.
    - e. The family owes the Authority or any other housing authority money for any reason.
    - f. The Authority does not have sufficient funding for continued assistance.
    - g. The family, or any member thereof, has violated any Family Obligation.
    - h. For any other allowable reason.
  7. Families who intentionally cause the assisted unit to fail Housing Quality Standards will not be eligible to receive another Housing Voucher to relocate to another unit and will be terminated from the program.

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

If a family with permission to move does not locate a new dwelling unit, it will be required to submit an Agreement to Continue the Assisted Tenancy before the voucher expires. If a family submits the Agreement to Continue the Assisted Tenancy timely, the assisted tenancy may extend for any reasonable period of time mutually agreed upon by owner and tenant. If a family who does not locate a suitable unit does not submit the Agreement to Continue the Assisted Tenancy before their voucher expires, they will not be eligible to be issued another voucher for 12 months (except due to HQS or NSPIRE failure, Reasonable Accommodation or VAWA).

#### **P. Overlapping HAP Payments**

If a participant family moves from an assisted unit with continued assistance, the effective date of the assistance at the new assisted unit may begin during the month the family moves out of the first

assisted unit. Overlap of Housing Assistance Payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit is not considered duplicate housing subsidy. Overlapping HAP payments are not allowed if the owner of the new unit and old unit is the same.

## **XVII. INFORMAL REVIEWS, INFORMAL HEARINGS & TERMINATION**

### **PART ONE: INFORMAL REVIEW**

- A.** An applicant may request an informal review of the Authority's decision to deny the applicant's participation in the Housing Choice Voucher Program.

Families and eligible singles are considered "applicants" from the date of their completed pre-application submission until denial of assistance or execution of the lease and Housing Assistance Payments contract, at which time the applicant becomes a "program participant."

1. An applicant may request an informal review if the applicant:
  - a. Is denied a voucher;
  - b. Is denied participation in the Program;
  - c. Has assistance denied or delayed because of the immigration status of family member.
2. Informal reviews will not be granted to applicants who dispute:
  - a. Their lottery number;
  - b. The number of bedrooms stated on the voucher;
  - c. A determination that a unit does not meet or comply with Housing Quality Standards or NSPIRE;
  - d. A determination that a proposed lease is unacceptable;
  - e. A decision to not approve a request for an extension of the term of the voucher;
  - f. General policy issues or class grievances.
3. Ineligible applicants will be promptly provided with a letter stating the reason for their ineligibility, and offering them an opportunity for an informal review. The notice will contain:
  - a. A brief statement of the reason(s) for the decision,
  - b. A statement that the applicant may submit a written request to the Authority for an informal review of the decision if he/she disagrees with the decision, and
  - c. A statement that the request must be made within fifteen (15) calendar days from the date of the notice,
4. Applicants must submit their request in writing to the Authority within fifteen (15) calendar days from the date of the letter of denial.
5. The Authority will conduct an informal review of the applicant's file, provided that the applicant submits a proper written request for an informal review within the time allowed. If the request is not submitted timely, it will mean that the applicant waived his/her right to request an informal review.

### **B. Informal Review Officer**

The informal review will be conducted by a Hearing Officer or a person other than the one who made or approved the decision under review or a subordinate of this person.

### **C. The Informal Review**

An informal review is not a hearing. It is a review of the material in the applicant's file to ensure that a correct decision about the applicant's status (based upon the material submitted by the applicant) has been made.

### **D. Informal Review Decision**

The informal review officer will decide whether the decision denying assistance to the applicant was justified and made according to the federal regulations and rules of the Authority. This final decision will be in writing and issued within a reasonable time frame. The decision notice will state the final decision and a brief statement of the reasons for the final decision.

## **PART TWO: INFORMAL HEARINGS**

### **A. Situations in which HHA will offer informal hearings**

An informal hearing is conducted based on the Authority's decision affecting participant family ("Participant") in the Housing Choice Voucher Program in accordance with the procedures described in this section on Informal Hearings. During periods of emergency HHA may temporarily utilize alternate guidelines for informal hearings. An informal hearing must be requested in writing within fifteen (15) calendar days from the date on the relevant notice.

1. The Authority will give a participant an opportunity for an informal hearing in disputes involving the following cases:
  - a. A determination of the amount of the total tenant payment or tenant rent;
    - i. In a hearing regarding the amount of the total tenant payment of rent, the participant has to show by a preponderance of the evidence that the change is not supported.
    - ii. The scheduling and/or occurrence of any informal hearing regarding the amount of the total tenant payment of rent does not affect the date upon which the change takes effect. If, in the informal hearing, the participant shows by a preponderance of the evidence that the change in the amount of the total tenant payment of rent is not supported, then a correction may be retroactively applied back to the effective date of the change in total tenant payment of rent.
  - b. A decision to terminate assistance;
    - i. In a hearing regarding a decision to terminate assistance, HHA has to show by a preponderance of the evidence that the notice of termination is supported.
  - c. A decision to deny a family move;
    - i. In a hearing regarding a decision to deny a family move, HHA has to show by a preponderance of the evidence that the denial of family move is supported.
  - d. A decision to deny a request for reasonable accommodation
    - i. In a hearing regarding a decision to deny a family a reasonable accommodation, HHA has to show by a preponderance of the evidence that the denial of the reasonable accommodation is supported.

- e. A decision to deny a financial hardship request in accordance with [Section XI: Hardship Policies](#) section of the Administrative Plan.
  - i. In a hearing regarding a decision to deny a financial hardship request, the participant has to show by a preponderance of evidence that the financial hardship request is supported.

**B. Situations in which HHA will not offer informal hearings**

The Authority is not required to provide an opportunity for an informal hearing regarding any of the following:

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

**C. Notice to Participant and Timeliness of Request**

1. The Authority will give the participant prompt written notice of the decision made regarding the above stated issues. Such written notice will contain a brief statement of the reasons for the decision and notice to the participant that s/he may request an informal hearing on the decision within fifteen (15) calendar days from the date of the notice, if the participant does not agree with the decision.
2. If the request for informal hearing is not submitted timely, the participant is deemed to have waived his/her right to request an informal hearing.
3. If an eligible informal hearing request is submitted within the required timeframe, the Authority will timely schedule the informal hearing and send written notice to the participant. The written notice will contain the date, time, and place where the informal hearing will be conducted.

**D. The Hearing Officer**

1. The Authority will designate any person or persons as hearing officer(s) to conduct the informal hearing, and further delegates to each hearing officer the authority to (1) conduct



all aspects of the informal hearing, (2) preside over all aspects of the informal hearing, and (3) issue a decision with respect to the issues and evidence presented at the informal hearing.

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

## **E. Rights of the Parties**

### **1. Rights of the Participant**

- a. The participant may be represented by an attorney at his/her own expense.
- b. The participant has the right to review and copy (at his/her expense) any relevant information relied upon by the Authority. Electronic copies may be provided to the participant via email at no cost. Any request to review documents must be received by HHA no later than five (5) calendar days prior to the scheduled hearing.
- c. The participant has the right to present evidence, both oral and written.
- d. The participant has the right to question any witnesses examined in the informal hearing and the right to argue his or her case prior to the hearing officer's decision.
- e. The participant has the right to request an interpreter attend the hearing. HHA will provide an interpreter at no expense to the participant.
- f. The participant has the right to have the hearing recorded by audiotape at the client's expense.
- g. The participant has the right to seek redress directly through judicial procedures of the court.

### **2. Rights of the Houston Housing Authority**

- a. The Authority may be represented by an attorney at the informal hearing.
- b. The Authority may introduce evidence, both oral and written.
- c. The Authority has the right to question any witness examined in the informal hearing.
- d. The Authority has the right and must be given the opportunity to pre-hearing discovery, at Authority offices, of any participant documents directly relevant to the hearing. The Authority must be allowed to copy any such document at the Authority's expense.
- e. If the participant does not make the document available for examination on request of the Authority, the participant may not rely on the document at the hearing.

## **F. Requesting an Informal Hearing**

1. A request for an informal hearing regarding a notice of termination, rent change notice, move denial, denial of a request for a reasonable accommodation, or denial of a financial hardship request must be made in writing and received by HHA by 11:59pm on the 15<sup>th</sup> calendar day after the date on the notice.
2. Requests may be submitted in one of the following ways:
  - a. Via email to [informalhearing@housingforhouston.com](mailto:informalhearing@housingforhouston.com);
  - b. Via hand-delivery to HHA's office at 2640 Fountain View Dr.;
  - c. Via fax to (713) 260-0808; or

- d. Via first class mail to:  
Houston Housing Authority  
Attn: Legal Department  
2640 Fountain View Dr.  
Houston, Texas 77057

3. Requests that are received after the deadline to submit a request will be denied unless the participant attaches documentation showing good cause for the late submission.

#### **G. Scheduling an Informal Hearing**

1. HHA will schedule and send written notice of the informal hearing to the participant. The notice will be sent to the participant at the address provided by them on the request form. If no address is provided with the request, the notice will be sent to the current address on file for the participant.
2. The participant may request to reschedule the hearing by submitting a written request via one of the methods provided above. The request should be submitted no later than three (3) business days before the scheduled hearing. Such request must be made in writing in one of the methods identified above (see “Requesting an Informal Hearing”).
3. Participants may not request to reschedule a hearing more than once.

#### **H. Hearing Format**

1. Virtual Hearings: Formal hearings are primarily held virtually through Zoom. Tenants can choose to participate either by video or phone.
  - a. The hearing officer will open the Zoom waiting room to allow the participant and the HHA representative to enter to begin the hearing. Both the HHA and the participant will be allowed fifteen (15) minutes to enter the Zoom waiting room to begin the hearing. If either party fails to enter the waiting room within fifteen (15) minutes of the scheduled hearing time, the absent party will have waived their right to a hearing.
  - b. If the participant experiences difficulties entering the videoconference waiting room at the time of their scheduled hearing, the participant may contact Customer Service at (713) 260-0500 to advise of their issue.
2. In-Person Hearings: Tenants who are unable to participate in a virtual hearing can request that an in-person hearing be scheduled. In-person hearings will be conducted at the HHA’s office at 2640 Fountain View.
3. The HHA will ensure equal opportunity and nondiscrimination for individuals with disabilities and limited English proficient (LEP) persons under Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964, and the Fair Housing Act. The HHA will make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have equal opportunity to participate in all the PHA’s privileges, benefits, and services, including informal hearings.

#### **I. Conduct of the Informal Hearing**

The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.

**J. Failure to Appear**

1. If either the participant or HHA fails to check in for their hearing within fifteen (15) minutes of their scheduled hearing time, they are considered to have failed to appear.
2. If a participant fails to appear for their scheduled hearing, the matter will be dismissed and the HHA's action will be upheld.
3. If the participant failed to appear at the scheduled time and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact HHA in writing within 24 hours of the missed hearing, excluding holidays and weekends. Such request must be made in writing in one of the methods identified above (see "Requesting an Informal Hearing").
4. HHA will reschedule the hearing only if the participant can show good cause for failure to appear. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the participant.
5. The participant should attach any available documentation supporting that they had good cause for missing the scheduled hearing. If such documentation is not provided, HHA may either request documentation of the good cause prior to rescheduling the hearing or make a decision regarding the request to reschedule based solely on the available information.

**K. The Informal Hearing Decision**

1. Factual determinations relating to the individual circumstances of the participant will be based on the evidence presented at the hearing.
2. The decision will be in writing and based on the facts established, HUD regulations, Authority policies and rules, and the applicable law.
3. The decision will clearly state the reasons on which the decision is arrived.
4. A copy of the decision will be sent to the participant no later than 15 calendar days after the date of the hearing.

**L. Appeal of Hearing Officer Decision**

1. Within 15 calendar days of the date the hearing decision is issued, either party may submit a written appeal of the decision through one of the methods provided above (see "Requesting an Informal Hearing").
2. Appeals of Hearing Officer decisions are solely for purposes of identifying and addressing any obvious mistakes of law or egregious errors in the hearing decision.

3. Appeals are limited to written submissions by the requesting party and must identify an obvious mistake of law or egregious error in the hearing decision, supported by specific references to the hearing decision. No new evidence will be accepted or considered.
4. Appeal requests that do not meet the above-cited criteria will be denied.
5. After review of the written appeal, the reviewer may allow for rehearing for the following purposes:
  - a. Rectifying any obvious mistake of law in the hearing decision;
  - b. Rectifying any egregious errors in the hearing decision.
6. Any decision that is not timely appealed or any decision for which an appeal is upheld or denied becomes final.

#### **M. Situations in which Informal Hearing Decisions are not binding on HHA**

1. The Authority is not bound by a hearing decision on the following matters:
  - a. A matter for which the Authority is not required to provide an opportunity for an informal hearing or otherwise in excess of the authority of the person conducting the hearing under these hearing procedures.
  - b. A decision is rendered that is contrary to HUD regulations, requirements or otherwise contrary to federal, state, or local law.
2. If the Authority determines that it is not bound by a hearing decision, the Authority will promptly notify the participant of the determination and the reasons for the determination.

### **PART THREE: TERMINATION OF ASSISTANCE**

#### **A. Termination of Assistance to Participants**

#### **B. Grounds for Termination**

The Authority may terminate participant assistance if:

1. Any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
2. The family has not reimbursed the Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, or if the family breaches an agreement with the Authority to pay amounts owed to the Authority;
3. Any household member refuses to sign or submit consent forms;
4. Any family member is verified to have committed serious or repeated lease violation(s) or a family is evicted for serious or repeated lease violation(s);
5. Any family member or guest causes damage to the unit;
6. Any family member is subject to a lifetime registration requirement under a state sex offender registration program;
7. An adult family member is convicted of manufacturing methamphetamines in an assisted

unit;

8. Any household member engages in drug-related or violent criminal activity;
9. Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking against a participant, an affiliated individual or other individual will not be considered cause for termination of assistance for any participant.
10. Any family member engages in illegal use of a controlled substance;
11. Any family member engages in abuse of alcohol in a manner that threatens the health, safety or peaceful enjoyment of the premises by other residents or neighbors.
12. Any household member illegally possesses weapons;
13. A family does not report a change of family composition as stipulated in this Administrative Plan within 10 days;
14. Any family members do not provide their Social Security information and documentation within the time required and specified by the Authority;
15. Any family does not comply with HQS or NSPIRE;
16. Any family member violates any family obligations under the program;
17. The family currently owes rent or other amounts to the Authority or to another housing authority in connection with HCV or public housing assistance under the 1937 Act;
18. Any family member does not establish citizenship or eligible immigration status;
19. The family engages in or threatens abusive or violent behavior toward Authority personnel;
20. No Housing Assistance Payment has been paid on the family's behalf for six months; however, if a household begins receiving HAP through a hardship (treatment group only), move or interim recertification (control and excluded groups) they would no longer be in the six month grace period.
21. Any other HUD allowed reason.

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

### **C. Termination Due to Funding Shortfall**

HHA shall review current and projected funding levels for the Housing Choice Voucher program on an ongoing basis. If HHA determines there is a projected or actual shortage of Housing Assistance Payments (HAP) funding to support HAP costs for current program participants, HHA shall first determine if any other reasonable and feasible actions can be taken to reduce program costs. If after undertaking any such actions to reduce program costs, HHA determines that there is insufficient funding to support HAP costs for current participants, HHA shall terminate the minimum number of HAP contracts necessary to reduce HAP costs to within the available budget. HHA shall inform the local HUD office prior to terminating any HAP contracts for this purpose.

In identifying the HAP contracts to be terminated as a result of insufficient funding, HHA shall use the following criteria:

1. Elderly and disabled families shall not be terminated.
2. As an initial PHA, HHA will not terminate a portability voucher under a billing arrangement with a receiving PHA for insufficient funding, due to the fact that initial PHA is not a party to the HAP contract.

3. Families comprising the required number of special purpose vouchers (e.g. NED, VASH, FUP and MS5) shall be the last to be terminated.
4. HHA shall utilize a methodology whereby HAP contracts are terminated based on: i) over-income voucher-assisted households who have been at zero HAP for the longest period of time; and ii) the date of the family's initial participation in the HCV program with the participant(s) who have received housing assistance for the longest period of time are terminated.

Upon HHA's determination that sufficient funding is available to issue vouchers to some or all eligible families whose HAP contracts have previously been terminated due to insufficient funding, HHA shall use the following criteria to reinstate program participation to:

1. Over-income voucher-assisted households who have been at zero HAP (for the longest period of time; and
2. Households who received housing assistance for the longest period of time.

#### **D. Termination Notification**

In any case where the Authority decides to terminate assistance to the family, except in the case of funding shortfall, the Authority will give both the family and the owner a 30-day written termination notice which states:

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

#### **E. Owner Termination of a Participant's Lease**

##### Grounds for Lease Termination

The owner may terminate the lease for lease violations at any time. The owner must terminate the lease for any other reason at any time after the initial period of the lease. The owner must follow state and local laws and must provide the Authority with a copy of the termination notice immediately.

##### Required Notice for Lease Termination

1. Depending upon the terms of the Lease Agreement, the owner may give the tenant a 30-day (or other period) notice to move.
2. Owners are required to follow eviction procedures consistent with their Lease, Addendum to the Lease and HAP contract and must comply with the requirements of federal, state, and local law.
3. Owners must give written notice to the Authority of any legal actions and are required to provide the Authority with copies of all court action papers regarding program participants.
4. Provided the owner initiates an eviction action in accordance with the lease, follows all pertinent laws, files all pertinent actions, and supplies the Authority with copies of all pertinent legal documents; the owner is entitled to HAP payments until the family voluntarily moves or is evicted.
5. The owner must use the termination proceedings as prescribed in the lease and contract:
  - a. The owner can institute court action, using the grounds for eviction cited in the lease;

- b. The owner can try to obtain a mutual rescission of the lease with the tenant. (The mutual rescission must be signed by both parties and designate the reason for the agreement to mutually rescind the Lease).
  - c. The owner can issue proper notice not to renew the Lease Agreement.
- 6. The owner may not terminate tenancy for the Authority's failure to pay the housing assistance payment.

## **XVIII. PROGRAM INTEGRITY**

### **A. Introduction**

The Housing Assistance Payments (HAP) Contract is the contract between the landlord and HHA that defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by HHA and the landlord, and the policies and procedures for such terminations. Also included in this chapter are the criteria for landlord disapproval and various penalties for landlord violations.

HHA may deny or terminate assistance for a family because of the family's action or failure to act. HHA will provide families with a written description of the family responsibilities.

HHA shall give participants an opportunity for administrative reviews and informal hearings for decisions regarding termination of participation in HCV program. Participants include those who have been admitted and receive assistance under the HCV program. The family becomes a participant on the effective date of the first HAP contract.

### **B. Owner Repayment Agreements**

1. Participating landlords or participants that owe a balance to the Authority must repay the debt to the Authority.
2. Repayment of debt to the Authority should be paid in full immediately or a repayment agreement executed.
3. Payments by check, certified check or money order are to be made payable to the "Houston Housing Authority".
4. If an owner owes the Authority for overpayment of housing assistance, the owner will be notified in writing of the overpayment amount.
5. If the owner has other current HAP contracts, and the owner does not repay the entire amount owed immediately upon notification of the amount owed, the amount will be recovered from amounts due under those contracts.
6. If the owner does not pay or otherwise satisfy the amount due the Authority, the HAP contract will be cancelled and the owner may be barred from future participation in the Housing Choice Voucher Program until the amount is paid in full.
7. The Authority reserves the right to turn owner amounts due over to an independent collection agency and/or to the HUD Office of Inspector General (HUD-OIG).

### **C. Participant Repayment Agreements**

The Authority will make diligent and vigorous efforts to collect debts from any participant in full at the time a debt is incurred.

1. When it is not financially feasible for the debt to be paid in full, the Authority may offer the participant the opportunity to repay the debt over a period of time not to exceed twelve (12) months.
2. The agreement to repay the debt must be formalized through a written and executed Repayment Agreement.
3. Repayment Agreements are intended as a collection effort of last resort to ensure that the



Authority can collect the balance due however the term of the repayment agreement will be limited to a short period of time.

4. In its sole discretion, and based upon the circumstances, the Authority may enter into a repayment agreement with a participant as long as the total amount owed by the participant is \$2,500 or less. For the purpose of this policy, twenty-five percent (25%) of the total amount owed must be paid by the participant up-front, in prompt fashion, and upon prompt receipt of the payment, the Authority may decide to enter into a repayment agreement for the remaining balance owed that includes the following terms: 1) remaining balances owed up to \$625.00 must be repaid within six (6) months; and 2) remaining balances owed that are greater than \$625.00 but not exceeding \$1,875 must be repaid within twelve (12) months. The Authority reserves the right to consider each situation on a case-by-case basis and decided whether to enter into a repayment agreement with a participant who meets the aforementioned prerequisites.
5. The Authority will not enter into a repayment agreement for more than \$2,500.00 or for a repayment term longer than twelve (12) months.
6. The Authority will terminate housing assistance in cases where the amount owed exceeds \$2,500. Cases may be referred to the HUD OIG for investigation and possible prosecution.
7. In all cases where the money owed by a participant is not due to any error on the Authority's part, the amount must be paid in full to preserve program participation unless a repayment agreement has been executed with the Authority for the amount due and the participant is not in default. Default is defined as stated in the executed Repayment Agreement.
8. The Authority will send a written notice of the termination of housing assistance to the family and owner if the family has failed to pay any amount owed, whether the total amount or, if a Repayment Agreement has been executed, the scheduled payment. The Authority may, at any time, turn repayment agreements over to an independent collection agency.
9. If the program participant experiences a rent increase due to changes in income, family composition, etc., in cases where the family was responsible to report such changes and failed to report the change, creating a situation where repayment of overpaid housing assistance is required and the tenant has refused to pay in full or agree to enter into a repayment agreement, the Authority will terminate housing assistance.
10. The Authority may also forward the case to the HUD-OIG or District Attorney for investigation. The tenant will be given an opportunity for informal hearing prior to the termination of assistance.

#### **D. Family Fraud/Misrepresentation**

1. The Authority is committed to assuring that the proper level of benefits is paid to all program participants, and that housing resources reach only eligible families so that program integrity is maintained.
2. If the family has committed fraud in connection with the Housing Choice Voucher Program, the Authority will terminate assistance and cancel the contract.
3. In addition, if the family has misrepresented income, assets, or allowances and deductions that have caused the Authority to pay more than the required amount of subsidy, the Authority will make every effort to recover any overpayments made as a result of tenant fraud or abuse.
4. To preserve participation in the Housing Choice Voucher program, tenants may be offered the opportunity to repay the Authority in full.
5. The Authority may take administrative action (including termination), refer the any amounts

to a collection agency, take legal action, or refer the matter to the HUD Inspector General or District Attorney, or any combination thereof, as appropriate.

6. Criminal background checks are conducted on all adult household members at new admission and adult additions (age 18 or older) to the household. Criminal background checks may be conducted on all adult household members at moves, annual recertifications and reinstatements. Criminal background checks may also be conducted on a current tenant when there is an allegation of fraud or criminal/drug activity.
7. Any information discovered from these background checks that reveals a program violation may lead to termination.

#### **E. Owner Fraud/Misrepresentation**

1. If the owner has committed fraud or misrepresentation in connection with the Housing Choice Voucher Program, the Authority will give notice to terminate the contract, and review the circumstances and the family's involvement to determine if the family is eligible for continued assistance.
2. The Authority will make every effort to recover any overpayments made as a result of owner fraud or abuse. Possible action may include:
  - a. Administrative action, including termination;
  - b. Legal action;
  - c. Referral to the HUD Inspector General's Office or District Attorney;
  - d. Refusal to enter into other HAP contracts.
3. If the HAP contract is terminated but it is determined that the family is not involved in the owner's fraud or misrepresentation, the family will be eligible for continued assistance in a different owner's unit.

## **XIX. PAYMENT STANDARDS & UTILITY ALLOWANCES**

### **A. Payment Standards**

The payment standard sets the maximum subsidy payment a household can receive from HHA each month. HHA's payment standards are based on small area fair market rents (SAFMRs) published annually by HUD; however, HHA does not utilize SAFMRs for the Project-Based program.

The Payment Standard applicable for the family will be the lower of:

1. The Payment Standard for the voucher size approved for the family; **or**
2. The Payment Standard for the unit rented by the family.

Example:

A family rents a 3 BR unit and has a 2 BR voucher. HHA will apply the payment standard for a 2 BR unit which represents the smaller of the actual unit size and voucher size.

Example:

A family rents a 2 BR unit and has a 3 BR voucher. HHA will apply the payment standard for a 2 BR unit which represents the smaller of the actual unit size and voucher size.

In terms of the Authority's Total Tenant Payment calculation and HAP determination, a family may rent a unit with more bedrooms than stated on the voucher; however, their TTP and HAP amount will be based on the payment standard and utility allowance which represents the lower of the voucher size and actual unit size. In terms of determining rent reasonableness, HHA will base the reasonable rent on the actual unit size.

In cases where the unit size leased exceeds the family unit size as determined under HHA occupancy standards as a result of a reasonable accommodation, the Authority's must use the appropriate utility allowance for the size of the dwelling unit actually leased by the family. On request from a family that includes a person with disabilities, the PHA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the family member with a disability.

#### **MTW Policy – SAFMRS**

##### **All Groups**

HHA will utilize Small Area Fair Market Rents (SAFMR) to establish payment standards for the Housing Choice Voucher program. In lieu of establishing a unique payment standard for each zip code area, HHA may establish payment standards between 80-150% of the SAFMR for one or more groups of zip code areas.

HHA may establish payment standards for individual zip codes or "grouped" zip codes. When and if grouped zip codes are established, HHA will ensure that within grouped zip codes, payment standards are within 80 percent and 150 percent of the published SAFMR for each zip code in the group.

HHA received HUD approval in 2021 to implement SAFMRs citywide. Thus, the primary effect of this activity will be to allow HHA to establish payment standards between 80-150% of SAFMR, compared to the current 90-110%.

## **B. Exception Payment Standards**

Where HHA uses SAFMRs, HUD may approve an exception payment standard amount in accordance the conditions and procedures set forth in a Federal Register Notice. Currently, HUD has not provided guidance for use of exception payment standards for PHAs using SAFMRs.

## **C. Reasonable Accommodations & Payment Standards**

Unit-by-unit exceptions to the HHA's payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. This type of exception will not affect HHA's payment standard schedule.

When needed as a reasonable accommodation, HHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 150 percent of the applicable SAFMR for the unit size [24 CFR 982.503(b)]. HHA may request HUD approval for an exception to the payment standard for a particular family if the required amount exceeds 150 percent of the FMR.

## **D. Updating Payment Standard Schedules & Payment Standards**

HHA updates its payment standards in concert with the updates to the SAFMR or at other times in order to ensure payment standards are consistent with market conditions. When HHA revises its payment standards during the term of the HAP contract for a household's unit, it will apply the new payment standards in accordance with applicable HUD regulations and MTW policies.

HHA will update its payment standard amounts no later than 3 months following the effective date of the published SAFMR in order to make any revisions needed to bring payment standards within its authorized range.

If HHA has already processed recertifications that will be effective on or after the effective date of the new payment standard, HHA will not generally make retroactive adjustments for any such recertifications.

## **E. Decreases in Payment Standards**

If the payment standard amount has decreased, during the term of a HAP contract, HHA will not reduce the payment standard as long as the HAP contract remains in effect. If the family moves to a new unit, HHA will apply the payment standard in effect at the time of the move.

## **F. Increases in Payment Standards**

If the payment standard amount has increased, the increased payment standard will generally be

applied at the first regular reexamination following the effective date of the increase in the payment standards. However, see MTW policy on [Applying Payment Standard at Interim Recertifications](#).

#### **G. Applying Payment Standard at Interim Recertifications**

Generally, payment standards are not updated during interim recertifications. For exceptions to this policy, see policies on [Changes in Household Composition](#), [Rent Increases to Owners](#), and below:

##### **MTW Policy – All groups**

If a household on a triennial reexamination cycle has an interim increase in contract rent in which the new approved gross rent exceeds the prior effective payment standard, then the payment standard will be updated to the current applicable payment standard at the time of that interim reexamination.

#### **H. Utility Allowance Schedule**

HHA's Utility Allowance Schedule is based on actual rates and average consumption estimates. The Utility Allowance Schedule is not based upon a family's actual energy consumption. HHA will review the Utility Allowance Schedule on an annual basis. If a revision is needed (change in rates of 10% more), the Utility Allowance Schedule will be revised in accordance with HUD requirements and MTW policy.

The Utility Allowance Schedule for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance, based on factors provided by HUD.

#### **I. Utility Allowance Revisions**

HHA will review its schedule of utility allowances, as required, and revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised.

Revised utility allowances will be applied to a family's rent and subsidy calculations at the first regular recertification that is effective after the allowance is adopted.

See policies on [Changes in Household Composition](#) for information regarding updating utility allowances at interim recertifications during changes in household composition.

#### **J. Utility Allowances and Utility Reimbursements**

1. The utility allowance used to calculate the gross rent is based on the lower of the bedroom size of the voucher or the actual size of the unit the family selects. If the family pays for some or all utilities, HHA will provide the family with a utility allowance.
2. If families provide their own ranges and refrigerators, the Authority will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance.
3. If the Utility Allowance exceeds the Total Tenant Payment of the family, the Authority will provide a Utility Reimbursement Payment to the family each month. The payment will be made out

directly to the tenant. - This ensures that the amount will be applied to the tenant's utility bill and service will not be disrupted.

4. If a family is granted a utility allowance because the family is responsible for paying some or all utility bills directly to the utility supplier, failure to pay the utility bill, including amounts that exceed the utility allowance is grounds for terminating the family from the program.

#### **K. Utility Allowance Exception**

As a reasonable accommodation for families with a disabled member, the Authority may approve a utility allowance that is higher than the applicable amount on the utility allowance schedule, e.g., an increase to the electric allowance to accommodate additional appliances or services verified to be necessary because of the family member's disability.

#### **L. Applying Utility Allowances at Interim Recertifications**

Generally, utility allowances are not updated during interim recertifications. For exceptions to this policy, see policies on [Changes in Household Composition](#).

## **XX. PROJECT-BASED VOUCHER (PBV) ASSISTANCE**

### **PART 1: GENERAL REQUIREMENTS**

The Project-Based Voucher (PBV) program allows Public Housing Authorities (PHAs) that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to utilize up to 20 percent of its authorized units and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. PHAs may only operate a PBV program if doing so is consistent with the PHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

#### **A. Size of Project-Based Voucher Program**

HHA will operate a project-based voucher program using up to 20 percent of its authorized ACC units for project-based assistance. HHA may attach PBV assistance to existing housing, newly constructed or rehabilitated housing [24 CFR 983.52].

HHA may project-base an additional 10 percent of its authorized ACC units above the 20 percent program limit. The units may be distributed among one, all, or a combination of the categories listed below as long as the total number of units does not exceed the 10 percent cap. Units qualify under this exception if the units:

- Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302) and contained in the Continuum of Care Interim Rule at 24 CFR 578.3.
- Are specifically made available to house families that are comprised of or include a veteran.
- Provide supportive housing to persons with disabilities or elderly persons as defined in 24 CFR 5.403.
- Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates.

Only units that are under a HAP contract that was first executed on or after April 18, 2017, may be covered by the 10 percent exception. [FR Notice 1/18/17; PIH Notice 2017-21]

PBV units under the RAD program and HUD-VASH PBV set-aside vouchers do not count toward the 20 percent limitation when PBV assistance is attached to them.

#### **B. Applicability of Tenant-Based Voucher Regulations**

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, HHA's policies for the tenant-based voucher program contained in this Administrative Plan also apply to the PBV program and its participants. The provisions of the tenant-based voucher program that do not apply to the PBV program are described at 24 CFR 983.2.

#### **C. Relocation Assistance**

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24. [24 CFR 983.7] The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B.

#### **D. Equal Opportunity**

HHA will comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, HHA will comply with the PHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o). [24 CFR 983.8]

### **PART 2: PBV OWNER PROPOSALS**

#### **A. Overview**

Before selecting a PBV proposal, HHA will determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56], and meets the site selection standards [24 CFR 983.57].

#### **B. Owner Proposal Selection**

##### **[24 CFR 983.51(b)]**

HHA may select PBV proposals by either of the following two methods.

- Request for PBV Proposals. HHA may solicit proposals by using a request for proposals to select proposals on a competitive basis. HHA shall not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
- Proposals that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. Under these circumstances, HHA shall not conduct another competition.

#### **C. Public Housing Units Selected Non-Competitively**

##### **[FR Notice 1/18/17; Notice PIH 2017-21]**

HHA may attach PBVs to projects in which HHA has an ownership interest or has control of, without following a competitive process, in cases where HHA is engaged in an initiative to improve, develop, or replace a public housing property or site. If HHA plans rehabilitation or new construction, a minimum threshold of \$25,000 per unit in hard costs is required. If HHA plans to replace public housing by attaching project-based assistance to existing housing in which HHA has an ownership interest or over which HHA has control, the minimum threshold does not apply provided that the existing housing substantially complies with HUD housing quality standards. "Substantially complies with HUD's housing quality standards" means that the housing does not have any life-threatening violations as described in the Administrative Plan above.

The units selected under this section must be eligible for PBV assistance in accordance with 24 CFR 983.53, and the selection of the units must satisfy all other applicable statutory and regulatory requirements of the PBV program. HHA shall detail the work it plans to do on the public housing



property or site as well as how many units it plans to project-base at the property or site through the annual and/or five-year plan process.

Pursuant to this section and HUD PIH Notice 2017-21, HHA intends to project-base vouchers without following a competitive process in connection with its plans to replace the public housing developments listed in [Developments Converted to PBV Non-Competitive Process](#).

The developments in Appendix A will be replaced with affordable housing owned or controlled by HHA at off-site locations that complies with HUD housing quality standards and meets all other applicable program requirements. Units selected may include new construction, substantial rehabilitation and/or acquisition of existing housing based on HHA's assessment of the best available options to meet the needs of the community and HHA residents. HHA may modify this project listing in the future. The net number of affordable units awarded PBV assistance may exceed the original number of public housing units, where allowed under regulation.

**D. Solicitation and Selection of PBV Proposals: RFP Method**  
**[24 CFR 983.51(c)]**

HHA may issue a request for PBV proposals (RFP) when it determines that a competitive selection process has a reasonable likelihood of generating proposals that will expand housing opportunities and housing choice in the City. Owner proposals will be requested in an advertisement with a reasonable deadline and posted on HHA's website. HHA may either establish a single deadline for submission or establish multiple deadlines. For example, HHA may publish a public notice indicating that proposals will be accepted for a one year period with quarterly proposal submission deadlines.

HHA will not limit proposals to a single site or impose restrictions that explicitly or practically exclude owners from submitting project-based proposals on different sites. The HHA may restrict proposals to those that have a certain number of bedrooms based on waiting list or community need. Owners that request an application package will be sent an RFP application and information packet or provided with instructions on how to download the application from HHA's website. The application package will contain the following:

1. A description of the PBV program;
2. Project selection criteria;
3. Sample program documents including payment standard schedule, utility allowance schedule and sample HAP agreement;
4. An application / proposal form;
5. Information about application due date;
6. Other information as may be required by HHA.

At HHA's option, a Bidders Conference may be provided for owners who would like additional information about the program.

HHA will review only proposals submitted in response to the Request for Proposals advertisement and submitted by the stated deadline. The HHA will review proposals for completeness and compliance with RFP requirements. Proposals must include the following information (threshold requirements):

1. Property description, including unit sizes, number of vacancies, eligible occupants.
2. Evidence that property is eligible housing;
3. Evidence that property complies with the cap on the number of PBV units per project;

4. Evidence that property meets the applicable site and neighborhood selection standards;
5. Owner certification indicating understanding and agreement to abide by all HHA and HUD rules and regulations governing the PBV program;
6. Description of previous management experience and participation in HUD subsidized housing programs;
7. Written tenant selection policy and procedures;
8. Proposed rent levels accompanied by rent comparables for similar unassisted units in the area;
9. Information on how the site is consistent with the deconcentration goals already established in the HHA's PHA Plan and with civil rights laws and regulations, including HUD's rules on accessibility;
10. Owner's agreement to select tenants from the HHA waiting list; and,
11. Other information that may be required by HHA to evaluate the proposal.

In addition, proposals for PBV New Construction and/or Substantial Rehabilitation must include:

1. Description of project including work plans;
2. Zoning permits and evidence of site control;
3. Disclosure of Low Income Tax Credit use or lien;
4. Statement of Sources and Uses for Funds to develop the project;
5. Operating proforma;
6. Descriptions of historic and environmental review status;
7. Owner's plan to manage and maintain property; and,
8. Other information that may be required by HHA to evaluate the proposal.

HHA will rate and rank proposals using criteria published in the RFP. Such criteria shall be further defined in the RFP issued by HHA and generally relate to:

- Owner experience and capability to build, rehabilitate and or manage housing as identified in the RFP;
- Financial feasibility of the project including commitments for development financing where applicable and adequacy of projected operating funding;
- Extent to which the project furthers the goal of deconcentrating poverty and expanding housing and economic opportunities;
- Extent to which the project supports HHA goals related to permanent supportive housing, youth aging out of foster care, reducing homelessness, support for City and/or other revitalization initiatives and/or other goals identified in the RFP;
- Extent to which the project demonstrates an appropriate supportive services plan based on projected resident needs; and,
- Other criteria as defined in the RFP issued by HHA.

Incomplete proposals will not be processed; however, HHA may provide the owner with an opportunity to address any deficiencies. If the owner fails to provide the needed information within a reasonable time as specified by HHA, the proposal will be rejected. Proposals, which would require permanent displacement of tenants, will be rejected. Proposals where there is not site control will be rejected. Proposals where the property has liens attached and these liens are a result of the current owner's negligence will be rejected.

Proposals are subject to review and approval by the HHA Board of Commissioners. The proposal selection date is the date that the proposal is approved by the HHA Board of Commissioners.

#### **E. Selection of Proposals Subject to a Previous Competition**

If sufficient funds are available, HHA may elect to accept proposal(s) for PBV assistance from owner(s) that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis, provided that the proposal(s) are consistent with the site selection standards, further compliment other local activities, and are consistent with HHA's PHA Plan. The selection under the prior competition must have occurred within three years of the PBV proposal selection date, and the earlier competition could not involve consideration that the project would receive PBV assistance.

On an ongoing basis, HHA may directly solicit proposal(s) from owners that qualify under this method and/or may review and consider proposal(s) solicited by project owners. In order for HHA to consider a proposal under this method, the owner must submit the following to HHA's purchasing Department:

1. A description of the project including location, unit mix and type, as well as amount of proposed PBV units with sufficient detail to determine that the property is eligible housing, complies with the cap on the number of PBV units per project, and meets the site selection standards.
2. Current operating budgets and operating proforma showing current and proposed rents, utility allowances, vacancy rates, and project expenses.
3. A description of the owner entity and any partners including the management team.
4. Description of the need for vouchers and services offers on site.
5. Any other additional information needed to make a determination that the project complies with HHA policy priorities, federal, state, and local laws.

If funds for Project Based Vouchers are available, HHA may select proposals that are consistent with the site selection standards, further compliment other local activities, and are consistent with HHA's PHA Plan. HHA shall provide prompt notice to the owner and public notice of its selection of units for PBV assistance under this selection method. Proposals selected under this method are subject to the HQS or NSPIRE inspection, subsidy layering review, environmental review, and all other applicable requirements noted above in the discussion of proposals selected under the Request for Proposals method.

#### **F. Selection Process for HHA-Owned Units**

**[24 CFR 983.51(e), 983.59, FR Notice 1/18/17, and Notice PIH 2017-21]**

An HHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the units were appropriately selected based on the selection procedures specified in the Administrative Plan. The term of the HAP contract and any HAP contract renewal must be agreed upon by HHA and the HUD-approved independent entity. In addition, the independent entity must determine the rent to owner, the redetermined rent to owner, and reasonable rent. Housing quality standards inspections must also be conducted by the independent entity.

The independent entity that performs these program services may be the unit of general local government for Houston or another HUD-approved public or private independent entity.

HHA may only compensate the independent entity from its ongoing administrative fee income (including amounts credited to the administrative fee reserve).

**MTW Policy: PBV Selection Process for HHA-Owned Projects Without Improvement, Development, or Replacement HCV**

Under this activity, HHA may eliminate the selection process in the award of Project-Based vouchers to properties owned by HHA that are not public housing without engaging in an initiative to improve, develop or replace a public housing property or site.

HHA may award PBVs to projects meeting this criteria based on approval by the HHA Board of Commissioners and provided that:

- 1) A subsidy layering review is performed;
- 2) HHA completed site selection requirements;
- 3) HQS or NSPIRE inspections shall be performed by an independent entity (unless waived pursuant to an MTW waiver)
- 4) The property is owned by a single entity of HHA in conformance with HUD PIH Notices 2017-21 or successor notice.

HHA shall continue to be subject, where applicable, to HUD PIH Notice 2013-27 or successor notice entitled "Voluntary Relinquishment of Enhanced Voucher Assistance or Regular Housing Choice Voucher Assistance in Exchange for Project-Based Voucher Assistance in Multifamily Housing Conversion Actions."

**G. Notice of Owner Selection**  
**[24 CFR 983.51(d)]**

Within 30 business days of HHA Board approval of a PBV selection, HHA will notify the selected owner in writing of the owner's selection for the PBV program. HHA will also notify in writing all owners that submitted proposals that were not selected. Owners of rejected proposals will be offered an opportunity to discuss the rejection in person with HHA proposal evaluators.

HHA will also post the notice of owner selection on its web site.

**H. Housing Type**  
**[24 CFR 983.52]**

HHA may attach PBV assistance for units in existing housing, newly constructed or rehabilitated housing developed under and in accordance with an Agreement to enter into a Housing Assistance Payments contract (AHAP) that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of selection, the units substantially comply with HQS or NSPIRE. Units for which new construction or rehabilitation began after the owner's proposal submission but prior to the execution of the HAP do not subsequently qualify as existing housing. Units that were newly constructed or rehabilitated in violation of program requirements also do not qualify as existing housing.

**I. Ineligible Housing Types**  
**[24 CFR 983.53]**

HHA may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities

providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing.

HHA may not attach or pay PBV assistance for a unit occupied by an owner and HHA may not select or enter into an AHAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. A member of a cooperative who owns shares in the project assisted under the PBV program is not considered an owner for purposes of participation in the PBV program.

PBV assistance may not be attached to units for which construction or rehabilitation has started after the proposal submission and prior to the execution of an AHAP.

HHA may not attach or pay PBV assistance to units in any of the following types of subsidized housing [24 CFR 983.54]:

- A public housing unit;
- A unit subsidized with any other form of HCV assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that HHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or HHA in accordance with HUD requirements.

#### **J. Subsidy Layering Requirement**

**[24 CFR 983.55, PIH Notice 2013-11 and FR Notice 2/28/2020]**

HHA may provide PBV assistance only in accordance with HUD subsidy layering regulations [24 CFR 4.13] and other requirements.

Subsidy layering requirements apply to new construction and rehabilitation housing that will include forms of government assistance other than PBVs prior to entering into an Agreement to Enter into Housing Assistance Payments Contract (AHAP). Subsidy layering requirements do not apply to existing housing, when PBV is the only governmental assistance, or for projects already subject to a PBV HAP contract, even if the project is recapitalized with outside sources of funding.

When HHA selects a new construction or rehabilitation project, HHA will require information regarding all HUD and/or other federal, state, or local governmental assistance to be disclosed by the project owner. FR Notice 2/28/20 contains a list of all required documentation.

Either HUD or a HUD-approved housing credit agency (HCA) in the PHA's jurisdiction performs the subsidy layering review. HHA will request an SLR through its local HUD Field Office or, if eligible, through a participating HCA.

#### **K. Cap on PBV Units**

##### **MTW Policy: All Units**

Under this activity, HHA may eliminate or raise the existing cap on the number of units within a project and allow up to 100% of units in a project to be placed under a PBV Housing Assistance Payments contract.

HHA may eliminate or raise the project cap for those PBV projects that the agency determines to be consistent with the goal of increasing housing choice for Housing Choice Voucher program participants.

HHA may eliminate or raise the project cap for projects located in high opportunity areas, City-designated revitalization areas, in conjunction with HHA-sponsored development activities and for other factors as determined by HHA. HHA will continue to be subject to the applicable provisions of PIH Notice 2013-28 or successor notices.

##### **[24 CFR 983.56, FR Notice 1/18/17, and Notice PIH 2017-21]**

Except as noted below or where the MTW policy on the cap on PBV units applies, HHA may not select a proposal to provide PBV assistance for units in a project or enter into an AHAP contract or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than the greater of 25 units or 25 percent of the number of dwelling units (assisted or unassisted) in the project.

As of April 18, 2017, units are not counted against the 25 percent or 25-unit per project cap if:

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

If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17].

The Housing Opportunity Through Modernization Act of 2016 (HOTMA) eliminated the project cap exemption for projects that serve disabled families and modified the exception for supportive services. Projects where these caps were implemented prior to HOTMA (HAP contracts executed prior to April 18, 2017) may continue to use the former exceptions and may renew their HAP contracts under the old requirements, unless HHA and owner agree to change the conditions of the HAP contract. However, this change may not be made if it would jeopardize an assisted family's eligibility for continued assistance in the project.

Notwithstanding the above, HHA may establish limitations on the number of units and/or the size of

projects that will receive PBV assistance. Any such limits shall be identified in the Request for Proposals issued by HHA, or shall be communicated to owners considered for selection under the non-competitive, prior competition method.

#### **L. Definition of Supportive Services**

The types of services that the HHA will deem eligible to qualify a project to meet HUD's definition of families receiving supportive services include, but are not limited to:

- Meal service adequate to meet nutritional need
- Housekeeping Aid and Household Training (e.g.: homemaking, parenting skills, money management)
- Personal assistance
- Transportation services
- Health-related services such as Substance Abuse Treatment (counseling and treatment for substance abuse)
- Educational and Employment services such as Job Training (preparation and counseling, job development and placement, follow-up assistance after job placement, completion of FSS "Contract of Family Participation) or Remedial Education (education for the completion of Secondary or post-secondary education.
- Self Sufficiency Services and Resources (appropriate to assist families to achieve economic independence and self-sufficiency); other services designed to help the recipient live in the community as independently as possible.

It is not required that services be provided at or by the project, provided that they are approved services. HHA will require owners of such projects to submit an Annual Progress Report to ensure compliance with the supportive service exemption on the number of units per building. Failure to submit Annual Progress Reports may result in abatement of the HAP payment.

#### **M. Site and Neighborhood Standards Applicable to All Housing Types**

HHA may select a proposal for PBV assistance for existing, newly constructed or rehabilitated housing if it is consistent with the following:

1. The housing site must be located in HHA's jurisdiction and be consistent with the deconcentration goals already established in HHA's PHA Plan and with civil rights laws and regulations, including HUD's rules on accessibility;
2. HHA will evaluate each proposal based on whether the site is in an Enterprise Zone, Economic Community or Renewal Community (EZ/EC/RC);
3. Whether the concentration of assisted units will or has decreased as a result of public housing demolition;
4. Whether the census tract is undergoing significant revitalization;
5. Whether government funding has been invested in the area;
6. Whether new market rate units are being developed in the area which are likely to positively impact the poverty rate in the area;
7. If the poverty rate in the area is greater than 20% whether in the past five years there has been an overall decline in the poverty rate, and
8. Whether there are meaningful opportunities for educational and economic advancement in the

area.

9. The site must be suitable from the standpoint of facilitating and further compliance with the applicable provisions of the Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063 and HUD's implementing regulations for the foregoing.
10. The site must meet the section 504 site selection requirements described in 24 CFR 8.4(b)(5).
11. The site must meet the HQS site standards at 24 CFR 982.401(l).

#### **N. Existing and Rehabilitated Housing Site and Neighborhood Standards**

A site for existing or rehabilitated PBV housing must meet the following site and neighborhood standards:

1. The site must be adequate in size, exposure and contour to accommodate the number and type of units proposed, and is there adequate utilities and available streets to service the site;
2. The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
3. The site must be accessible to social, recreational, educational, commercial and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents; and,
4. The site must be located such that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower income workers is not excessive.

#### **O. New Construction Site and Neighborhood Standards**

A site for newly constructed PBV housing must meet the following site and neighborhood standards:

1. The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.
2. The site must not be located in an area of minority concentration, except as permitted under paragraph (3) below, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
3. A project may be located in an area of minority concentration only if:
  - a. Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration; or
  - b. The project is necessary to meet overriding housing needs that cannot be met in that housing market area.
  - c. As used in paragraph (3)(a) above, "sufficient" does not require that there be an equal number of assisted units within and outside of areas of minority concentration. Rather, application of this standard should produce a reasonable distribution of assisted units each year that, over a period of several years, will approach an appropriate balance of housing choices within and outside areas of minority concentration. An appropriate balance must be determined in light of local conditions affecting the range of housing choices available for low-income minority families and in relation to the racial mix of the City's population.
  - d. Units may be considered "comparable opportunities," as used in paragraph 3)(a) above, if they have the same household type (elderly, disabled, family, large family) and tenure type



- (owner/renter); require approximately the same tenant contribution towards rent; serve the same income group; are located in the same housing market; and are in standard condition.
- e. Application of this sufficient, comparable opportunities standard involves assessing the overall impact of HUD-assisted housing on the availability of housing choices for low-income minority families in and outside areas of minority concentration, and must take into account the extent to which the following factors are present, along with other factors relevant to housing choice:
    - i. A significant number of assisted housing units are available outside areas of minority concentration.
    - ii. There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.
    - iii. There are racially integrated neighborhoods in the locality.
    - iv. Programs are operated by the locality to assist minority families that wish to find housing outside areas of minority concentration.
    - v. Minority families have benefited from local activities ( *e.g.* , acquisition and write-down of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.
    - vi. A significant proportion of minority households has been successful in finding units in non-minority areas under the tenant-based assistance programs.
    - vii. Comparable housing opportunities have been made available outside areas of minority concentration through other programs.
    - viii. Application of the “overriding housing needs” criterion, for example, permits approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a “revitalizing area”). An “overriding housing need,” however, may not serve as the basis for determining that a site is acceptable, if the only reason the need cannot otherwise be feasibly met is that discrimination on the basis of race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.
  - f. The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
  - g. The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.
  - h. The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
  - i. Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers, must not be excessive.

## **P. Environmental Review**

#### **[24 CFR 983.58]**

Activities under the PBV program are subject to HUD environmental regulations at 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). HHA may not enter into an AHAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

HHA may not enter into an AHAP contract or a HAP contract with an owner, and HHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

HHA shall require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

### **PART 3: DWELLING UNITS**

#### **A. Housing Quality Standards [24 CFR 983.101]**

The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

#### **B. Lead-Based Paint [24 CFR 983.101(c)]**

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

#### **C. Housing Accessibility for People with Disabilities**

PBV housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The percentage of accessible dwelling units must comply with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

#### **D. Inspecting Units**

##### *Pre-selection Inspection [24 CFR 983.103(a)]*

HHA shall examine the proposed site before the proposal selection date. For existing units, HHA shall inspect all the units before the proposal selection date, and shall determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. HHA shall not execute the HAP contract until the units fully comply with HQS.

##### *Pre-HAP Contract Inspections [24 CFR 983.103(b)]*

HHA shall inspect each contract unit before execution of the HAP contract, and shall not enter into a HAP contract covering a unit until the unit fully complies with HQS.

##### *Turnover Inspections [24 CFR 983.103(c), FR Notice 1/18/17, and Notice PIH 2017-20]*

HHA shall inspect each contract unit before providing assistance to a new family including at unit turnover. HHA will not provide assistance in turnover units until the unit fully complies with HQS.

#### **MTW Policy: Pre-Qualifying Unit Inspection**

HHA may conduct pre-qualifying unit inspections to determine if the unit meets HQS provided that the pre-qualifying unit inspection is done no more than 90 days prior to the participant occupying the unit.

The Pre-Qualifying Unit Inspection policy applies to Pre-Selection Inspections of existing housing, Pre-HAP Contract Inspections and Turnover Inspections.

Families may request an interim inspection by contacting HHA at any time in accordance with HHA HQS policies.

#### **MTW Policy: Alternative Inspection Schedule**

At least once every 36 months during the term of the HAP contract, HHA shall inspect all PBV units to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement. HHA shall generally perform all required inspections in a PBV project at the same time.

HHA may implement an alternative inspection schedule for PBV units based on HHA's assessment of the age, property/unit condition and quality of property management for individual units or building under a Housing Assistance Payments contract.

All program participants will be able to request an interim inspection in accordance with HHA policies. HUD shall be able to conduct or direct HHA to conduct inspections at any time for health, safety and/or accessibility purposes.

*Other Inspections [24 CFR 983.103(e)]*

HHA shall inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract, taking into account complaints and any other information coming to its attention in scheduling inspections.

HHA shall conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and shall conduct inspections as needed to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting supervisory quality control HQS inspections, HHA will include a representative sample of both tenant-based and project-based units.

**E. Inspecting HHA Owned Units**

**MTW Policy – All Groups**

HHA may conduct HQS inspections on Project Based Voucher units that it owns, manages and/or controls as an alternative to having inspections conducted by a third party.

All such inspections will be conducted using HQS standards found at 24 CFR 982.401.

To ensure the consistent and uniform application of HQS standards, HHA supervisory staff will conduct quality control inspections on a random sample of units in accordance with HHA's Inspection Quality Assurance Method.

Program participants may request an interim inspection by contacting HHA in accordance with the policies described in the Administrative Plan. If requested by HUD, HHA will obtain the services of a third-party entity to determine if HHA-owned units pass HQS.

**PART 4: REHABILITATED AND NEWLY CONSTRUCTED UNITS**

Rehabilitated and newly constructed housing selected for PBV assistance may not at a later date be selected for PBV assistance as existing housing.

**A. Agreement to Enter into HAP Contract**

To offer PBV assistance in rehabilitated or newly constructed units, HHA shall enter into an Agreement to enter into HAP contract (AHAP) with the owner of the property. The AHAP shall be in the form and include the contents required by HUD [24 CFR 983.152(b)]. HHA may not enter into an AHAP if commencement of construction or rehabilitation has commenced after proposal submission [24 CFR 983.152(c)]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

The AHAP shall specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The AHAP shall also specify the deadline for submission by the owner of the required evidence of completion.

HHA may not enter into the AHAP if construction or rehabilitation has started after proposal

submission. HHA may not enter into the Agreement with the owner until the subsidy layering review is completed, the environmental review is completed and HHA has received environmental approval.

HHA does not need to conduct a subsidy layering review in the case of a HAP contract for existing housing or if the applicable state or local agency has conducted such a review. Similarly, environmental reviews are not required for existing structures unless otherwise required by law or regulation. [24 CFR 983.153]

HHA shall enter into the AHAP with the owner promptly after receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

**B. Labor Standards**

**[24 CFR 983.154(b)]**

If an AHAP covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. HHA shall monitor compliance with labor standards.

**C. Equal Opportunity**

**[24 CFR 983.154(c)]**

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

**D. Owner Disclosure**

**[24 CFR 983.154(d) and (e)]**

The AHAP and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

**E. Evidence of Completion**

**[24 CFR 983.155(b)]**

At a minimum, the owner must submit the following evidence of completion to HHA in the form and manner required by HHA:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the AHAP; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At HHA's discretion, the AHAP may specify additional documentation that must be submitted by the owner as evidence of housing completion.

**F. HHA Acceptance of Completed Units**

**[24 CFR 983.156]**

Upon notice from the owner that the housing is completed, HHA shall inspect to determine if the housing has been completed in accordance with the AHAP, including compliance with HQS and any additional requirements imposed under the AHAP.

If the work has not been completed in accordance with the AHAP, HHA shall not enter into the HAP contract.

If HHA determines the work has been completed in accordance with the AHAP and that the owner has submitted all required evidence of completion, HHA shall submit the HAP contract for execution by the owner and execute the HAP contract.

**PART 5: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)**

HHA shall enter into a HAP contract with an owner for units that are receiving PBV assistance. With the exception of single-family scattered-site projects, a HAP contract shall cover a single project. If multiple projects exist, each project is covered by a separate HAP contract. The HAP contract shall be in the form and include all the content required by HUD [24 CFR 983.202(a), 983.203].

**A. HAP Contract Execution**

**[24 CFR 983.204]**

HHA shall not enter into a HAP contract until each contract unit has been inspected and HHA has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract shall be executed promptly after HHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing, the HAP contract shall be executed after HHA has inspected the completed units and has determined that the units have been completed in accordance with the AHAP, and the owner furnishes all required evidence of completion.

**B. Term of HAP Contract**

**[24 CFR 983.205, FR Notice 1/18/17, and Notice PIH 2017-21]**

HHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 20 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 20 years. In the case of HHA-owned units, the term of the HAP contract must be agreed upon by HHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

The term of all PBV HAP contracts shall be negotiated with the owner on a case-by-case basis.

At the time of the initial HAP contract term or any time before expiration of the HAP contract, HHA at its discretion may extend the term of the contract for an additional term of up to 20 years if HHA determines an extension is appropriate to continue providing affordable housing for low-income families. HHA may provide for multiple extensions; however, in no circumstances may such extensions exceed 20 years cumulatively. Extensions after the initial extension are allowed at the end of any extension term, provided that not more than 24 months prior to the expiration of the

previous extension contract, HHA agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of HHA-owned units, any extension of the term of the HAP contract must be agreed upon by HHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

**C. Termination by Owner**  
**(24 CFR 983.205(d))**

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to HHA. In this case, families living in the contract units must be offered tenant-based assistance.

**D. Statutory Notice Requirements: Contract Termination or Expiration**  
**[24 CFR 983.206, FR Notice 1/18/17, and Notice PIH 2017-21]**

Not less than one year before the HAP contract terminates, or if the owner refuses to renew the HAP contract, the owner must notify HHA and assisted tenants of the termination. The notice must be provided in the form prescribed by HUD. If the owner does not give timely notice, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction as a result of the owner's inability to collect an increased tenant portion of rent. An owner may renew the terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require.

Upon termination or expiration of the contract, a family living at the property is entitled to receive a tenant-based voucher. Tenant-based assistance does not begin until the owner's required notice period ends. HHA shall provide the family with a voucher and the family shall also be given the option by HHA and owner to remain in their unit with HCV tenant-based assistance as long as the unit complies with inspection and rent reasonableness requirements. The family must pay their total tenant payment (TTP) and any additional amount if the gross rent exceeds the applicable payment standard. The family has the right to remain in the project as long as the units are used for rental housing and are otherwise eligible for HCV assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for serious or repeated lease violations or other good cause. Families that receive a tenant-based voucher at the expiration or termination of the PBV HAP contract are not new admissions to the HCV tenant-based program, and are not subject to income eligibility requirements or any other admission requirements. If the family chooses to remain in their unit with tenant-based assistance, the family may do so regardless of whether the family share would initially exceed 40 percent of the family's adjusted monthly income.

**E. Remedies for HQS Violations**  
**[24 CFR 983.208(b)]**

HHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program; however, where PBV contracts are concerned, HHA may reduce the number of contract units.

**F. Substitution of Contract Units**

**[24 CFR 983.207(a)]**

At HHA's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit. Before any such substitution can take place, HHA shall inspect the proposed unit and determine the reasonable rent for the unit.

**G. Addition of Contract Units**

**[FR Notice 1/18/17 and Notice PIH 2017-21]**

HHA and the owner may amend the HAP contract to add additional PBV contract units in projects that already have a HAP contract without having to fulfill the selection requirements found at 24 CFR 983.51(b) for those additional PBV units, regardless of when the HAP contract was signed, provided that HHA determines that such action promotes housing opportunities and/or housing choice and is consistent with the PHA Plan. The additional PBV units, however, are subject to the PBV program cap individual project caps and reasonable rent determinations. Prior to attaching additional units without competition, the HHA shall submit to the local field office information outlined in FR Notice 1/18/17.

**H. Removal of Units from the HAP Contract**

**[24 CFR 983.211]**

Units occupied by families whose income has increased during their tenancy resulting in the tenant rent equaling the rent to the owner, shall be removed from the HAP Contract 180 days following the last housing assistance payment on behalf of the family.

If the project is fully assisted, HHA may reinstate the unit removed to the HAP contract after the ineligible family vacates the property. If the project is partially assisted, HHA may substitute a different unit for the unit removed from the HAP contract when the first eligible substitute becomes available.

**I. Housing Quality and Design Requirements**

**[24 CFR 983.101(e) and 983.208(a)]**

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with HHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

HHA may identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. HHA will specify any special design standards or additional requirements in the invitation for PBV proposals, the AHAP contract and the HAP contract.

**J. Vacancy Payments**

**[24 CFR 983.352(b)]**

At HHA's discretion, on a case-by-case basis, the HAP contract may provide for vacancy payments to the owner for up to a 60 day period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment shall not exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).



## **PART 6: SELECTION OF PBV PROGRAM PARTICIPANTS**

### **A. Eligibility for PBV Assistance**

#### **[24 CFR 983.251(a) and (b)]**

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program; however, eligible at original admission to the program means that the family must be eligible for PBV assistance within 60 days prior to commencement of PBV assistance.

### **B. In-Place Families**

#### **[24 CFR 983.251(b)]**

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by HHA is considered an “in-place family.” These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family shall be placed on HHA’s waiting list. Once the family’s continued eligibility is determined, the family must be given an absolute selection preference and HHA shall refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

### **C. Organization of the Waiting List**

#### **[24 CFR 983.251(c)]**

HHA will use separate waiting lists for sets of PBV units. As applicable, the waiting list may establish criteria or preferences for occupancy of particular units.

### **D. Selection from the Waiting List**

#### **24 CFR 983.251(c)]**

Except where noted in the Administrative Plan, the HHA’s tenant selection procedures for the tenant-based programs apply for units assisted under the PBV Program. Except for units which are occupied by eligible “in place” tenants upon the commencement of the project based contract term, when a vacancy exists at a PBV site, the HHA will notify the next families on the appropriate HHA PBV waiting list. HHA’s will inform applicants that if the applicant is interested in residing in the vacant PBV unit that the applicant will not lose his/her place on the HHA’s HCV waiting list (if applicable) until that person has been leased in the PBV unit.

All applicants indicating interest in the PBV units will be selected by HHA in chronological order by preference category if applicable, and prescreened for HCV eligibility. Applicants must meet all of HHA’s applicable eligibility and suitability requirements. HHA will refer qualified applicants to the owner for all vacancies. If the HHA referrals do not provide the owner with a suitable tenant for the unit within 30 days, the owner may refer a HCV eligible individual or family from the owner’s waiting list to the PBV waiting list. The referred family must meet the HHA’s waiting list priority criteria.

For VASH PBV, applicants referred by the VA indicating interest in the PBV units will be prescreened by the HHA for HCV eligibility and referred to the owner in chronological order.

The owner chooses a tenant for occupancy from the qualified applicants referred by HHA based on their written, HHA approved tenant selection policy.

**E. Units with Accessibility Features**

**[24 CFR 983.251(c)(7)]**

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, HHA shall first refer families who require such features to the owner.

**F. Preferences**

**[24 CFR 983.251(d), FR Notice 11/24/08]**

HHA may establish a selection preference for families who qualify for voluntary services, including disability-specific services, offered in conjunction with assisted units, provided that preference is consistent with the PHA Plan. HHA shall not grant a preference to a person with a specific disability [FR Notice 1/18/17].

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

HHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, elderly families or units with supportive services, or mobility impaired persons for accessible units).

**G. Refusal of Offer**

**[24 CFR 983.251(e)(3)]**

HHA shall not take any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant's place on the tenant based voucher waiting list based on preference, date, and time of application, or other factors affecting selection under the HHA's selection policy;
- Remove the applicant from the tenant-based voucher waiting list.

If an applicant on a PB site-based waiting list refuses two PBV offers without good cause, HHA will remove the applicant from that PB site-based waiting list; however, the applicant will retain his/her position on all other waiting lists. The applicant may reapply if the applicable SBWL is open; however, the applicant will receive a new date and time of application.

**H. Good Cause Refusal of PBV Units**

Applicants may refuse to accept a unit offer for "good cause." If a good cause for refusal is verified by HHA, applicants/tenants may retain their position on the PB site-based waiting list. There are 2 types of good cause:

- Situations in which an applicant/tenant is willing to move but is unable to do so at the time of the unit offer (e.g. the applicant/tenant is in the hospital or is serving on a sequestered jury);

- Situation in which the applicant/tenant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc.

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

- Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, such that accepting the unit offer would require the adult family member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates to HHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on the final application or Lease) or live-in aide necessary to the care of the principal household member;
- The unit is inappropriate for the applicant's/tenant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

HHA will require documentation of good cause for unit refusals and will verify all claims of good cause. Good cause refusal policies may also be applied to unit offers related to applicable transfers.

#### **I. Disapproval by Landlord**

##### **[24 CFR 983.251(e)(2)]**

If a PBV owner rejects a family for admission to the owner's units, such rejection shall not affect the family's position on the tenant-based voucher waiting list; however, the family shall be removed from the Site Based Waiting List for which the family was rejected by the owner.

#### **J. Acceptance of Offer**

##### **[24 CFR 983.252]**

##### ***Family Briefing***

When a family accepts an offer for PBV assistance, HHA shall give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, HHA shall provide a briefing packet that explains how it determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

##### ***Persons with Disabilities***

If an applicant family's head or spouse is disabled, HHA shall assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available. HHA shall refer a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

#### **K. Owner Selection of Tenants**

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24

CFR 983.253(a)(2) and (a)(3)].

**L. Leasing**

**[24 CFR 983.253(a)]**

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by HHA from HHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on HHA's occupancy standards.

**M. Filling Vacancies**

**[24 CFR 983.254(a)]**

The owner must notify HHA in writing (mail, fax, or email) within five business days of learning about any vacancy or expected vacancy.

HHA will make reasonable efforts to refer families to the owner within 10 business days of receiving such notice from the owner.

**N. Reduction in HAP Contract Units Due to Vacancies**

**[24 CFR 983.254(b)]**

If any contract units have been vacant for 120 days, HHA may give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The amendment to the HAP contract will be effective the 1<sup>st</sup> day of the month following the date of the HHA's notice.

**O. HHA Responsibility**

HHA does not conduct screening to determine a PBV applicant family's suitability for tenancy. HHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. HHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

**P. Owner Responsibility**

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.

**PART 7: OCCUPANCY**

**A. Lease**

**[24 CFR 983.256]**

After an applicant has been selected from the waiting list, determined eligible by HHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner. [24 CFR 983.256]

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

The owner shall ensure the lease is compliant with state and local law. HHA will not review the owner's lease for compliance with state or local law.

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g. month-to-month or year-to-year) or an automatic indefinite extension of the lease term.

For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- HHA terminates the HAP contract
- HHA terminates assistance for the family

## **B. Changes in the Lease**

### **[24 CFR 983.256(e)]**

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give HHA a copy of all changes.

The owner must notify HHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by HHA and in accordance with the terms of the lease relating to its amendment. HHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

## **C. Owner Termination of Tenancy**

### **[24 CFR 983.257]**

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program. In the PBV program, terminating tenancy for "good cause" does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

## **D. Tenant Absence from the Unit**

### **[24 CFR 983.256(g) and 982.312(a)]**

The lease may specify a maximum period of family absence from the unit that may be shorter than

the maximum period permitted by HHA policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 180 consecutive days. HHA termination of assistance actions due to family absence from the unit are subject to 24 CFR 981.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

#### **E. Continuation of Housing Assistance Payments**

##### **[24 CFR 982.258]**

Housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by the PHA. After the 180-day period, the unit shall be removed from the HAP contract pursuant to 24 CFR 983.211.

If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify HHA of the change and request an interim reexamination before the expiration of the 180-day period.

#### **F. Security Deposits**

##### **[24 CFR 983.259]**

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

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

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

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. HHA has no liability or responsibility for payment of any amount owed by the family to the owner.

#### **G. Overcrowded, Under-Occupied, and Accessible Units**

##### **[24 CFR 983.260]**

If HHA determines that a family is occupying a wrong size unit, based on HHA's occupancy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, HHA shall promptly notify the family and the owner of this determination, and HHA shall offer the family the opportunity to receive continued housing assistance in another available unit. HHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

- PBV assistance in the same building or project;
- PBV assistance in another project; and

- Tenant-based voucher assistance.

If HHA offers the family a tenant-based voucher, HHA shall terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by the PHA) or the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration of the term of the family's voucher, HHA must remove the unit from the HAP contract.

If HHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, HHA will terminate the housing assistance payments at the expiration of this 30-day period. HHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

#### **H. Family Right to Move**

##### **[24 CFR 983.261]**

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to HHA. If the family wishes to move with continued tenant-based assistance, the family must contact HHA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, HHA shall offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, HHA shall give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

#### **I. Emergency Transfers under VAWA**

##### **[Notice PIH 2017-08]**

Except where special consideration is needed for the PBV program, HHA will follow VAWA policies as described in the Administrative Plan including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA.

When the victim of domestic violence, dating violence, sexual assault, or stalking has lived in the unit for less than one year, HHA will provide several options for continued assistance.

HHA will first try to transfer the participant to another PBV unit in the same development or transfer to a different development where HHA has PBV units. HHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to either tenant-based rental assistance or assistance in the PHA's public housing program. Such a decision will be made by HHA based on the availability of tenant-based

vouchers and/or vacancies in public housing units. Such families must be selected from the waiting list for the applicable program.

If a victim wishes to move after a year of occupancy in the unit, but no tenant-based vouchers are available, HHA will offer the participant an internal transfer to another PBV unit in the same development or a transfer to a different development where HHA has PBV units. HHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to HHA's public housing program.

**J. Exceptions to the Occupancy Cap**  
**[24 CFR 983.262]**

As of April 17, 2018, HHA may not pay housing assistance under a PBV HAP contract for more than the greater of 25 units or 25 percent of the number of dwelling units in a project unless:

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

If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17].

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined by HHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit. However, if the FSS family fails to successfully complete the FSS contract of participation or supportive services objective and consequently is no longer eligible for the supportive services, the family must vacate the unit within a reasonable period of time established by HHA, and HHA shall cease paying HAP on behalf of the family.

Further, when a family (or remaining members of a family) residing in an excepted unit no longer meets the criteria for a "qualifying family" because the family is no longer an elderly family due to a change in family composition, HHA has the discretion to allow the family to remain in the excepted unit. If HHA does not exercise this discretion, the family must vacate the unit within a reasonable period of time established by HHA, and HHA must cease paying housing assistance payments on behalf of the non-qualifying family.

Individuals in units with supportive services who choose to no longer participate in a service or who no longer qualify for services they qualified for at the time of initial occupancy cannot subsequently be denied continued housing opportunity because of this changed circumstance. HHA or owner cannot determine that a participant's needs exceed the level of care offered by qualifying services or require that individuals be transitioned to different projects based on service needs.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be



amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by HHA.

HHA will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to circumstances beyond the remaining family members' control. In all other cases, HHA will provide written notice to the family and owner promptly after making the determination. The family will be given 30 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 30-day time frame, HHA will terminate the housing assistance payments at the expiration of this 30-day period.

HHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

## **PART 8: DETERMINING RENT TO OWNER**

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the AHAP contract states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner's request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

### **A. Rent Limits**

#### **[24 CFR 983.301]**

Except for certain tax credit units, the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by HHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

### **B. Certain Tax Credit Units**

#### **[24 CFR 983.301(c)]**

For certain tax credit units, the rent limits are determined differently than for other PBV units. Different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same project, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds 110 percent of the fair market rent or any approved exception payment standard;

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

A *qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

*Tax credit rent* is the rent charged for comparable units of the same bedroom size in the project that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

#### **C. Reasonable Rent**

##### **[24 CFR 983.301(e) and 983.302(c)(2)]**

HHA shall determine reasonable rent in accordance with 24 CFR 983.303. The rent to owner for each contract unit may at no time exceed the reasonable rent, except in cases where HHA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. However, the rent to owner must be reduced in the following cases:

- To correct errors in calculations in accordance with HUD requirements;
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 24 CFR 983.55;
- If a decrease in rent to owner is required based on changes in the allocation of the responsibility for utilities between owner and tenant.

If HHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

#### **D. Use of FMRs, Exception Payment Standards, and Utility Allowance**

##### **[24 CFR 983.301(f)]**

When determining the initial rent to owner, HHA shall use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract.

When redetermining the rent to owner, HHA shall use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, HHA may, for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program.

#### **E. Use of Small Area FMRs (SAFMRs)**

##### **[24 CFR 888.113(h)]**

HHA will not apply SAFMRs to HHA's PBV program.

**F. Redetermination of Rent**

**[24 CFR 983.302]**

HHA shall redetermine the rent to owner upon the owner's request or when there is a 10 percent or greater decrease in the published FMR.

*Rent Increase*

An owner's request for a rent increase must be submitted to HHA 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

HHA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

*Rent Decrease*

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment, except where HHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

*Notice of Rent Change*

HHA will provide the owner with 30 days written notice of any change in the amount of rent to owner.

**G. Rent for HHA-Owned Units**

**[24 CFR 983.301(g)]**

For HHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. HHA shall use the rent to owner established by the independent entity.

**MTW Policy**

HHA is authorized to determine the initial and redetermined rents, including rent reasonableness determinations, for PBV units it owns, manages and/or controls. HHA has a quality assurance process in place to ensure impartiality. HHA will make available the method used to determine the rents charged by owners to voucher participants when compared to similar unassisted units in the market area.

**H. Reasonable Rent**

**[24 CFR 983.303]**

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by HHA, except where HHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

**I. When Rent Reasonable Determinations Are Required**

HHA shall redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a 10 percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- HHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same building or project; or
- There is any other change that may substantially affect the reasonable rent.

#### **J. Effect of Other Subsidy**

##### **[24 CFR 983.304]**

To comply with HUD subsidy layering requirements, at the discretion of HUD or its designee, HHA shall reduce the rent to owner because of other governmental subsidies, including tax credits or tax exemptions, grants, or other subsidized funding.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

#### **PART 9: PAYMENTS TO OWNER**

During the term of the HAP contract, HHA shall make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments shall be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment shall be paid to the owner on or about the first day of the month for which payment is due, unless the owner and HHA agree on a later date.

Except for discretionary vacancy payments, HHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract.

#### **A. Vacancy Payments**

##### **[24 CFR 983.252]**

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for

the calendar month when the family moves out. However, the owner may not keep the payment if HHA determines that the vacancy is the owner's fault. If HHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to keep the housing assistance payment, HHA will notify the landlord of the amount of housing assistance payment that the owner must repay. HHA will require the owner to repay the amount owed.

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified HHA of the vacancy.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and HHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by HHA within 10 business days of HHA's request, no vacancy payments will be made.

#### **B. Tenant Rent to Owner**

##### **[24 CFR 983.353]**

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by HHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the HHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The appropriate utility allowance for a project-based unit is the utility allowance for the size of the dwelling unit actually leased.

The amount of the tenant rent determined by HHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by HHA. The owner must immediately return any excess payment to the tenant.

#### **C. Tenant and HHA Responsibilities**

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by HHA.

HHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. HHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. HHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

#### **D. Utility Reimbursements**

If the amount of the utility allowance exceeds the total tenant payment, HHA shall pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner shall be zero.

#### **E. Meals and Supportive Services**

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

**F. Other Charges by Owner**

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

## **XXI. RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM**

### **PART I: GENERAL REQUIREMENTS**

#### **A. Overview**

Under the Rental Assistance Demonstration (RAD) and with HUD's approval HHA has the authority to convert Public Housing (PH) units to the Project-Based Voucher (PBV) program. Upon conversion to PBV assistance the units and tenants will no longer be subject to the rules and regulations pertaining to HHA's PH Program, but rather the RAD PBV rules and regulations as modified by HUD in its regulations and notices related to the RAD program and as reflected in this chapter.

In specific circumstances, the policies under RAD apply differently to households that reside in the PH units prior to the RAD conversion (Conversion Households) and households that move into RAD units after the RAD conversion has taken place (New Households). The policies below will distinguish between the two family types when applicable.

Except as otherwise noted in this chapter, HHA policies for the Tenant-Based Voucher Program and Project Based Voucher Program contained in this Administrative Plan also apply to the RAD program and its participants. Unless otherwise noted or not authorized under the RAD program, HHA will apply MTW policies to the PBV program.

This chapter describes HUD regulations and HHA policies related to the Project-Based Voucher (PBV) program under the Rental Assistance Demonstration (RAD) program. Additionally, this chapter will focus on public housing conversions to the PBV program under RAD. In order to distinguish between requirements for public housing conversion under RAD and PBV units under the standard PBV program, we will refer to the standard PBV program and the RAD PBV program.

#### **B. Overview and History of the RAD Program**

The Rental Assistance Demonstration (RAD) program was authorized in 2012 in order to assess the effectiveness of converting public housing, moderate rehabilitation properties, and units under the rent supplement and rental assistance payments programs to long-term, project-based rental assistance. The program's four primary objectives are to:

- Preserve and improve public and other assisted housing.
- Standardize the administration of the plethora of federally subsidized housing programs and rules. The conversions are intended to promote operating efficiency by using a project-based assistance model that has proven successful and effective for over 30 years. In other words, RAD aligns eligible properties more closely with other affordable housing programs.
- Attract private market capital for property renovations. Through the use of this model, properties may be able to leverage private debt and equity to make capital repairs.
- Increase tenant mobility opportunities.

#### **C. Applicable Regulations**

On the whole, the regulations for both the standard PBV and RAD PBV programs generally follow the regulations for the tenant-based HCV program found at 24 CFR Part 982. However, important parts of the tenant-based regulations do not apply to the project-based program. 24 CFR Part 983 outlines the sections of 24 CFR Part 982 that are not applicable to the project-based program.

For the RAD PBV program, Congress authorized HUD to waive certain statutory and regulatory provisions or establish alternative requirements from the standard PBV program. These provisions are identified in Notice PIH 2019-23 (issued September 5, 2019) and successor notices. Any non-RAD PBV units located in the covered project are subject to the same waivers and alternative requirements where noted in Notice PIH 2019-23 and successor notices and in this policy.

Otherwise, all regulatory and statutory requirements for the standard PBV program in 24 CFR Part 983 and Section 8(o)(13) of the Housing Act of 1937, and all applicable standing and subsequent Office of Public and Indian Housing (PIH) notices and guidance, including related handbooks, apply to RAD PBV. This includes environmental review, Davis-Bacon, and fair housing requirements.

The CHAP award letter includes the relevant RAD PIH Notice which governs each RAD conversion. Accordingly, requirements may not be the same for all RAD conversions. Additionally, RAD conversions may also be subject to terms contained in subsequent RAD PIH Notices. See [RAD Conversions](#) for table of RAD conversions and related dates.

#### **D. Project Selection and Project Ownership and Control**

HHA will follow all selection and project ownership requirements set forth in HUD regulations and the applicable RAD PIH Notice and applicable successor notices.

#### **E. Tenant-Based vs. Project-Based Voucher Assistance**

##### **24 CFR 983.2**

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the HHA policies for the tenant-based voucher program contained in this administrative plan also apply to the RAD PBV program and its participants. This chapter is intended to address requirements specific to the RAD PBV program only.

#### **F. Relocation Requirements**

##### **Notice PIH 2016-17**

For projects that apply for conversion of assistance under the First Component of RAD and will convert November 10, 2016 or later, the following applies [Notice PIH 2016-17]:

- In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed. Any non-RAD PBV units located in the same project are also subject to the right to return.
- Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents will be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements, and other requirements which may be applicable such as Section 104(d) of the Housing and Community Development Act of 1974, as amended. Where a RAD conversion involves permanent relocation (including a move in connection with a transfer of assistance) or temporary relocation anticipated to last longer than a year, HHA will prepare a written relocation plan.



- HHA will undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. The obligation due to relocating residents under RAD are broader than URA relocation assistance and payments.
- Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to either:
  - a unit at the development once rehabilitation or construction is completed, provided the resident's household is not under-housed; or
  - a unit in the development which provides the same major features as the resident's unit in the development prior to the implementation of the RAD conversion.
- Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete.
- If HHA's proposed plans for conversion would preclude a resident from returning to the development, the resident must be given an opportunity to comment and/or object to such plans. HHA will alter the project plans to accommodate the resident's right to return to the development if the resident would be precluded from returning to the development.
- Examples of project plans that may preclude a resident from returning to the development include, but are not limited to:
  - Changes in the development's bedroom distribution that decrease the size of the units, resulting in the resident being under-housed;
  - The resident cannot be accommodated in the remaining assisted units due to a reduction in the number of assisted units at the development;
  - Income limit eligibility requirements associated with the LIHTC program or another program; and
  - Failure to provide a reasonable accommodation, in violation of applicable law, where reasonable accommodation may include installation of accessibility features that are needed by the resident.
- Residents of a development undergoing conversion that would be precluded from returning to the development may voluntarily accept a HHA's or owner's offer to permanently relocate to alternative housing, and thereby waive their right to return to the development after rehabilitation or construction is completed. In consent to a voluntary permanent relocation in lieu of returning to the development.
- In the case of multi-phase RAD transactions, the resident has a right to return to the development or to other converted phases of the development that are available for occupancy at the time the resident is eligible to exercise their right of return. Generally, the resident's right to return must be accommodated within the development associated with the resident's original unit, however, HHA may treat multiple converted developments on the same site as one for purposes of right to return. Should HHA seek to have the resident exercise the right to return at a future phase, HHA will secure the resident's consent in writing.

- Alternative housing options may involve a variety of housing options, including but not limited to:
  - Transfers to public housing
  - Admission to other affordable housing properties subject to the applicable program rules
  - Housing choice voucher (HCV) assistance
  - Homeownership programs subject to the applicable program rules
  - Other options identified by the PHA

## **G. Equal Opportunity Requirements**

### **24 CFR 983.8; 24 CFR 5.105; Notice PIH 2016-17**

RAD conversions are governed by the same civil rights authorities that govern HUD-assisted activities in general. These authorities prohibit discrimination and impose affirmative obligations on HUD program participants. PHAs must comply with all applicable fair housing and civil rights laws, including but not limited to the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. For example, persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their need for an accessible unit must be accommodated.

## **PART 2: RAD PBV Project Selection**

Unlike in the standard PBV program where the PHA typically selects the property through an owner proposal selection process, projects selected for assistance under RAD PBV are selected in accordance with the provisions in Notice PIH 2019-23. Therefore, 24 CFR 983.51 does not apply since HUD selects RAD properties through a competitive selection process.

## **A. Ownership and Control**

### **Notice PIH 2019-23**

For projects governed by Notice PIH 2019-23, the following applies:

- Under the PBV program, the contract administrator and the owner listed on the contract cannot be the same legal entity (i.e., the HHA cannot execute a contract with itself). To avoid this situation, HHA may either:
  - Transfer the ownership of the project to an HHA nonprofit affiliate or instrumentality (including to a “single-purpose entity” that owns nothing other than the property, which will typically be a requirement of a lender or investor), or
  - HHA may form a related entity that is responsible for management and leasing and can serve as the owner for purposes of the HAP contract; in this scenario, the HAP is then executed between HHA (as the contract administrator) and the HHA’s related entity (as the owner for HAP contract purposes).
- Except where permitted to facilitate the use of low-income housing tax credits, during both the initial term and renewal terms of the HAP contract, ownership must be by a public or nonprofit entity. HUD may also allow ownership of the project to be transferred to a tax credit entity controlled by a for-profit entity to facilitate the use of tax credits for the project, but only if HUD determines that HHA or a nonprofit entity preserves an interest in the profit. The requirement for a public or nonprofit entity, or preservation of an interest by HHA or nonprofit in a property

owned by a tax credit entity controlled by a for-profit entity, is satisfied if a public or nonprofit entity (or entities), directly or through a wholly owned affiliate:

- Holds a fee simple interest in the property;
  - Is the lessor under a ground lease with the property owner;
  - Has the direct or indirect legal authority to direct the financial and legal interest of the property owner with respect to the RAD units,
  - Owns 51 percent or more of the general partner interests in a limited partnership or 51 percent or more of the managing member interests in a limited liability company with all powers of a general partner or managing member, as applicable;
  - Owns a lesser percentage of the general partner or managing member interests and holds certain control rights as approved by HUD;
  - Owns 51 percent or more of all ownership interests in a limited partnership or limited liability company and holds certain control rights as approved by HUD; or
  - Demonstrates other ownership and control arrangements approved by HUD.
- Control may be established through the terms of the project owner's governing documents or through a Control Agreement, provided that in either case amendment of the terms of control requires consent from HUD.

For projects subject to the requirements of Notice PIH 2012-32, REV-3, the following language applies:

- Except where permitted to facilitate the use of low-income housing tax credits, during both the initial term and renewal terms of the HAP contract, ownership must be by a public or nonprofit entity. The requirement for a public or nonprofit entity is satisfied if a public or nonprofit entity (or entities), directly or through a wholly owned affiliate
  - Holds a fee simple interest in the property;
  - Is the lessor under a ground lease with the property owner;
  - Has the direct or indirect legal authority to direct the financial and legal interest of the property owner with respect to the RAD units,
  - Owns 51 percent or more of the general partner interests in a limited partnership or 51 percent or more of the managing member interests in a limited liability company with all powers of a general partner or managing member, as applicable;
  - Owns a lesser percentage of the general partner or managing member interests and holds certain control rights as approved by HUD;
  - Owns 51 percent or more of all ownership interests in a limited partnership or limited liability company and holds certain control rights as approved by HUD; or
  - Other ownership and control arrangements approved by HUD.
- If low-income housing tax credits will be used, HUD may allow ownership of the property to be transferred to a tax credit entity controlled by a for-profit entity if HUD determines that HHA preserves its interest in the property. Preservation HHA interest in the property includes but is not limited to the following:
  - HHA, or an affiliate under its sole control, is the general partner or managing member;
  - HHA retains fee ownership and leases the real estate to the tax credit entity pursuant to a long-term ground lease;
  - HHA retains control over leasing the property and determining program eligibility;
  - HHA enters into a control agreement by which HHA retains consent rights over certain acts of the project owner and retains certain rights over the project;
  - Other means that HUD finds acceptable.

## **B. HHA-Owned Units**

### **24 CFR 983.59, FR Notice 1/18/17, and Notice PIH 2017-21**

If the project is HHA-owned, rent-setting and inspection functions set out in 24 CFR 983.59 must be conducted by an independent entity approved by HUD.

The definition of *ownership or control* provided under Notice PIH 2019-23 is used specifically to determine whether HHA retains control over a project for purposes of HUD's requirement for ownership or control of the covered project under RAD.

For purposes of determining whether an independent entity will perform certain functions for the project, the definition of *PHA-owned* under Notice PIH 2017-21 is used. This is the same definition used for standard PBV units. In some cases, a project may meet the RAD definition of *ownership or control* but may not be considered HHA-owned for purposes of requiring an independent entity.

## **C. Subsidy Layering Requirements**

### **Notice PIH 2019-23; Notice PIH 2012-32, REV-3; Notice PIH 2012-32, REV-2**

For projects governed by Notice PIH 2019-23, the following language applies:

- Where RAD conversions result in HHA no longer having ACC units as a result of the pending or simultaneous closing, or have less than 50 units remaining and have initiated procedures to dispose of their final ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project or projects through the conversion. However, HHA will estimate and plan for outstanding liabilities and costs and will follow Notice PIH 2016-23 or successor notice regarding the administrative activities required to terminate the ACC if it has no plans to develop additional public housing.
- Where HHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, HHA will be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.
- Following execution of the HAP contract, HHA is authorized to use operating and capital funds to make HAP payments for the remainder of the first calendar year in which the HAP contract is effective. Otherwise, HHA may not contribute public housing program funds to the covered project unless those funds have been identified in the RCC and converted at closing for HCV RAD purposes.

For projects governed by Notice PIH 2012-32, REV-3, the following language applies:

- In the case of a PHA that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; the PHA may convey all program funds to the covered projects. In order to cover the cost of administrative

activities required to terminate the ACC, once it no longer has units under the ACC and has no plans to develop additional public housing, the PHA may:

- Designate that a reserve associated with the project be available to fund any public housing closeout costs (such as an operating deficit reserve or a specific PHA closeout reserve). Any funds not needed for public housing closeout costs would remain in such reserve or may be transferred to another reserve associated with the project (such as the replacement reserve). Thereafter, these funds may be used at the project pursuant to the authorized use of the applicable reserve; or
  - Retain funds under the public housing program for this purpose. However, HUD will recapture any public housing funds that a PHA does not expend for closeout costs.
- In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.
  - In addition, following execution of the HAP contract, PHAs are authorized to use operating and capital funds to make HAP payments for the remainder of the first calendar year in which the HAP contract is effective. Otherwise, a PHA may not contribute public housing program funds to the covered project unless such funding has been identified in the approved financing plan and included in the approved “sources and uses” attached to the RCC.

For projects governed by the requirements of Notice PIH 2012-32, REV-2, the following language applies:

- In the case of a PHA that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; the PHA may convey all program funds to the covered project. HUD will recapture any public housing funds that a PHA has not expended once it no longer has units under ACC. In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will Remain In Its Public Housing Inventory.

#### **D. PBV Percentage Limitation**

##### **Notice PIH 2019-23**

Covered projects do not count against the maximum amount of assistance HHA may utilize for the PBV program, which under the standard PBV program is set at 20 percent of the authorized units allocated to HHA under the HCV program.

## **E. Unit Cap Limitation**

### **Notice PIH 2019-23**

Under the standard PBV program the cap is set at the greater of 25 units or 25 percent of the units in the project. HUD is waiving this requirement, and projects governed by Notice PIH 2019-23 and Notice PIH 2012-32, REV-3 have no cap on the number of units that may receive PBV assistance in a project.

However, for **projects that are governed by REV-2 of Notice PIH 2012-32**, the cap on the number of PBV units in the project is increased to 50 percent. In these projects, however, provided units met certain exception criteria, the PHA may have converted a larger number of units to RAD PBV. For projects governed by the requirements of Notice PIH 2012-32, REV-2 **only**, the following language applies:

- In general, HHA may not provide PBV assistance for units in a project if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 50 percent of the number of dwelling units (assisted or unassisted) in the project. However, PHAs may exceed the 50 percent limitation when units in the project are occupied by elderly and/or disabled families or families that will receive supportive services. These units are known as “excepted units” and do not count toward the project cap.
- For projects governed by the requirements of Notice PIH 2012-32, REV-2 choosing to include excepted units, additional policy decisions may be required.

## **F. Site Selection Standards**

### **Notice PIH 2019-23; Notice PIH 2016-17**

Site selection requirements set forth in 24 CFR 983.57 apply to RAD PBV, with the exception of 983.57(b)(1) and (c)(2). HUD waives the provisions regarding deconcentration of poverty and expanding housing and economic opportunity for existing housing sites.

To facilitate the uniform treatment of residents and units, any non-RAD PBV units located in the same project are subject to the terms of this provision.

HUD will conduct a front-end civil rights review of an HHA’s proposed site in certain circumstances. For RAD PBV conversions that involve new construction located in an area of minority concentration (whether on the existing public housing site or on a new site) HUD will determine whether it meets one of the exceptions that would allow for new construction in an area of minority concentration.

HHA will ensure that its RAD PBV conversion, including any associated new construction, is consistent with its certification to affirmatively further fair housing and complies with civil rights laws.

## **G. Environmental Review**

### **Notice PIH 2019-23; Environmental Review Requirements for RAD Conversions, March 2019**

HUD cannot approve an applicant’s financing plan submission unless and until the required environmental review has been completed for the applicant’s proposed conversion project and found to meet environmental review requirements. Environmental documents will be submitted no later than the applicant’s financing plan.

HUD will not issue a RAD Conversion Commitment (RCC) if the project plan does not meet the environmental review requirements described in Attachment 1A of Notice PIH 2019-23. Once an awardee has submitted an application for a specific project, they may not make any choice limiting actions before the completion of the environmental review.

### **PART 3: DWELLING UNITS**

This part identifies the special housing quality standards that apply to the RAD PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

#### **A. Accessible Units**

Federal accessibility requirements apply to all conversions including new construction, alteration, or existing facilities including Section 504 of the Rehabilitation Act of 1973 (Section 504), the Fair Housing Act (FHA), and the Americans with Disabilities Act (ADA).

When a project's rehabilitation meets the definition of a "substantial alteration" under 24 CFR Part 8.23, the project must comply with all applicable accessibility requirements under Section 504. For some projects, "other alterations," as defined in Section 504, are made over time. If other alterations, considered together, amount to an alteration of an entire dwelling unit, the entire dwelling unit shall be made accessible.

When HHA uses RAD conversion in conjunction with new construction, the project must comply with all applicable accessibility requirements for new construction. The specific requirements are set out in regulations at 24 CFR part 8, 28 CFR part 35 and 36, and 24 CFR part 100, subpart D. Information on the design and construction requirements of the Fair Housing Act that are applicable to new construction is found at [www.fairhousingfirst.org](http://www.fairhousingfirst.org). Wherever possible, HHA will use universal design principles, visibility principles, and active design guidelines in planning retrofit and new construction work. However, adherence to universal design principles will not replace compliance with the accessibility requirements of Section 504, the ADA, and the Fair Housing Act.

#### **B. Housing Quality Standards**

##### **24 CFR 983.101**

The housing quality standards (HQS) for the tenant-based program generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

See HQS policies in this Plan in the Chapter on Request for Tenancy Approval, Inspections and Leasing and in the Project-Based chapter on HQS.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

##### **Lead-Based Paint**

##### **[24 CFR 983.101(c); Notice PIH 2019-23]**

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and

implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

### **C. Housing Accessibility for Persons with Disabilities**

#### **Notice PIH 2016-17**

See PBV policies on Accessibility for People with Disabilities.

### **D. Inspecting Units**

#### **1. Initial Inspection**

##### **RAD Quick Reference Guide; Notice PIH 2019-23**

Under standard PBV regulations at 24 CFR 983.103(b), HHA may not enter into a HAP contract until the PHA has determined all units comply with HQS. It is the responsibility of the contract administrator to perform this initial inspection (unless units are HHA-owned). In order to accommodate projects in which repairs are conducted, HUD has waived this requirement when units are undergoing rehabilitation. In this case, units must meet HQS by the date indicated in the RAD Conversion Commitment (RCC).

#### **2. Turnover Inspections**

##### **24 CFR 983.103(c), FR Notice 1/18/17, and Notice PIH 2017-20**

See PBV policies on Inspecting Units.

#### **3. Annual/Biennial Inspections**

##### **24 CFR 983.103(d); FR Notice 6/25/14**

See PBV policies on Inspecting Units.

#### **4. Alternative Inspections**

##### **24 CFR 983.103(g); Notice PIH 2016-05**

In the case of mixed-finance properties that are subject to alternative inspections, HHA may rely upon an alternative inspection conducted at least triennially to demonstrate compliance with inspection requirements.

#### **5. Other Inspections**

##### **24 CFR 983.103(e)**

See PBV policies on Inspections.

#### **6. Inspecting HHA-Owned Units**

##### **24 CFR 983.103(f); Notice PIH 2017-21**

See PBV policies on Inspections.

#### **7. Remedies for HQS Violations**

##### **24 CFR 983.208(b)**

See PBV policies on Remedies for HQS Violations.

## **PART 4: HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT**

### **A. Overview**

#### **PBV Quick Reference Guide 10/14**



Public housing projects converting under RAD do not employ the PBV Agreement to Enter into a Housing Assistance Payments (AHAP) contract. Instead, following the execution of all requirements contained in the Commitment to Enter into a HAP (CHAP) contract and the RAD Conversion Commitment (RCC), a project is converted immediately to the RAD PBV HAP contract following the closing of any construction financing. Owners of public housing projects converted to PBV assistance via RAD enter into a HAP contract with HHA who will administer the PBV assistance. Units assisted under a RAD PBV HAP contract will be subject to long-term, renewable use and affordability restrictions.

## **B. HAP Contract Requirements**

### **1. Contract Information**

#### **PBV Quick Reference Guide 10/14; Notice PIH 2019-23**

The RAD PBV program uses the PBV HAP contract for new construction or rehabilitated housing (Form HUD-52530A), as modified by the RAD rider (Form HUD-52621). For closings on or after January 1, 2018, HUD incorporated the RAD rider directly into the standard PBV HAP contract. For closing that occurred prior to January 1, 2018, the RAD rider must be attached to the PBV HAP contract.

The distinction between “existing housing” and “rehabilitated and newly constructed housing” is overridden by RAD requirements. The project must also have an initial RAD use agreement. All public housing RAD conversion properties financed with LIHTC are also required to include an LIHTC rider.

### **2. RAD Use Agreement**

The project must have an initial RAD Use Agreement that will:

- Be recorded in a superior position to all liens on the property;
- Run until the conclusion of the initial term of the HAP Contract, automatically renew upon extension or renewal of the HAP Contract for a term that coincides with the renewal term of the HAP Contract, and remain in effect even in the case of abatement or termination of the HAP Contract, unless the Secretary approves termination of the RAD Use Agreement in the case of a transfer of assistance;
- Provide that in the event that the HAP Contract is removed due to breach, non-compliance or insufficiency of Appropriations, for all units previously covered under the HAP Contract new tenants must have incomes at or below eighty percent (80%) of the area median income (AMI) at the time of admission and rents may not exceed thirty percent (30%) of eighty percent (80%) of AMI for an appropriate-size unit for the remainder of the term of the RAD Use Agreement; and
- Require compliance with all applicable fair housing and civil rights requirements, including the obligation to affirmatively further fair housing.

### **3. Agreement to Enter into a Housing Assistance Payment Agreement (AHAP) Waiver Notice PIH 2019-23**

For public housing conversions to PBV, there will be no agreement to enter into a Housing

Assistance Payments (AHAP) contract. Therefore, all regulatory references to the Agreement (AHAP), including regulations under 24 CFR Part 983 Subpart D, are waived. The definitions for proposal selection date, new construction, rehabilitation, and existing housing are not applicable.

#### **4. Execution and Effective date of the HAP Contract**

##### ***RADBlast! 7/11/16***

When the conditions of the CHAP and the RCC are met and the conversion has closed, HHA will execute the HAP contract. Project owners may select the effective date of the HAP contract as the first day of either of the two months following the completed closing.

#### **5. Term of HAP Contract**

##### **Notice PIH 2019-23**

The initial term of the HAP contract may not be for less than 15 years and may be for a term of up to 20 years upon request of the owner and with approval of the administering voucher agency.

#### **6. Mandatory Renewal Term for RAD PBV HAP Contract**

##### **Notice PIH 2019-23**

Upon expiration of the initial term of the contract, and upon each renewal term of the contract, the owner must accept each offer to renew the contract, for the prescribed number and mix of units, either on the site of the project subject to the expiring contract or, upon request of the project owner and subject to HHA and HUD approval, at another site through a future transfer of assistance. Contracts are subject to the terms and conditions applicable at the time of each offer and further subject to the availability of appropriations for each year of each such renewal. Consequently, 24 CFR 983.205(b), governing HHA discretion to renew the contract, will not apply.

In the event that the HAP contract is removed due to breach, non-compliance or insufficiency of appropriations, for all units previously covered under the HAP contract, new tenants must have incomes at or below 80 percent of the area median income at the time of admission and rents may not exceed 30 percent of 80 percent of median income for an appropriate size unit for the remainder of the term of the RAD use agreement.

### **C. Amendments to the HAP Contract**

#### **1. Floating Units**

##### **Notice PIH 2019-23**

Upon request of the owner to the voucher agency that will administer the project, HUD will permit assistance to float among units within the project that are the same bedroom size. The unit to which assistance is floated must be comparable to the unit being replaced in quality and amenities.

If HHA chooses to float units, units are not specifically identified on the HAP contract, rather the HAP contract must specify the number and type of units in the property that are RAD PBV units. The property must maintain the same number and type of RAD units from the time of the initial HAP contract execution forward.

Floating units are subject to all of the requirements in this chapter, the PBV regulations and PBV

policies, including physical inspections, rent adjustments and income-mixing requirements.

## **2. Reduction in HAP Contract Units**

### **Notice PIH 2019-23**

Project owners are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the HAP contract.

HHA may not reduce the number of assisted units without written HUD approval. Any HUD approval of HHA's request to reduce the number of assisted units under contract is subject to conditions that HUD may impose.

If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HHA will reinstate the unit after the family has vacated the property. If the project is partially assisted, HHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207, or where the development has "floating" units.

## **D. HAP Contract Year And Anniversary Dates**

### **24 CFR 983.302(e)**

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. There is a single annual anniversary date for all units under a particular HAP contract.

## **E. Owner Responsibilities under the HAP Contract**

### **24 CFR 983.210**

When the owner executes the HAP contract, he or she certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge, the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;

- The family does not own or have any interest in the contract unit (this does not apply to the family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP contract execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

## **PART 5: SELECTION OF RAD PBV PROGRAM PARTICIPANTS**

### **A. Overview**

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

### **B. Returning Conversion Households**

Conversion Households that were relocated from their PH unit due to the RAD conversion will be permitted to return in accordance with the RAD Relocation Plan for their project. The RAD Relocation Plan will include criteria used to determine the priority for Conversion Households to re-occupy units at the project after rehabilitation, demolition, and/or construction is completed. For example, if units come online in stages, the plan will outline how HHA will determine when each Conversion Household will return to the project.

### **C. Organization of the Waiting List**

#### **24 CFR 983.251(c); Notice PIH 2019-23**

The standard PBV regulations at 24 CFR 983.251 set out program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. Any non-RAD PBV units located in the same project are also subject to these requirements.

HHA will establish and manage separate waiting lists for groups of projects or buildings that are receiving RAD PBV assistance.

For any applicants on the public housing waiting list that are likely to be ineligible for admission to a covered project converting to PBV because the household's TTP is likely to exceed the RAD gross rent, HHA will consider transferring such household, consistent with program requirements for administration of waiting lists, to HHA's remaining public housing waiting lists or to another voucher waiting list, in addition to transferring such household to the waiting list for the covered project.

To the extent any wait list relies on the date and time of application, the applicants shall have priority on the wait lists to which their application was transferred in accordance with the date and time of their application to the original waiting list.

HHA will maintain the project-specific waiting list in accordance with all applicable civil rights and fair housing regulations found at 24 CFR 903.7(b)(2)(ii)-(iv).

HHA will give priority to participants moving under a VAWA emergency transfer from one PBV development to another in accordance with HHA's Emergency Transfer Plan.

**D. Transfer of the Waiting List**

Upon conversion, HHA will transfer the current applicants for the RAD converted PH units to a site-based waiting list for the RAD PBV units only. HHA reserves the right to establish new preferences for the RAD site-based waiting list. Households on the prior waiting list will automatically be placed on the site-based waiting list for the RAD PBV units based on their original date and time of application.

For transfer of assistance RAD units, HHA will create a new waiting list for the RAD site and provide public notice on how to apply to the waiting list. HHA has the authority to establish preferences for the new RAD site-based waiting list.

**E. Selection from the Waiting List**

**24 CFR 983.251(c)**

After conversion to RAD PBV, applicants who will occupy units with RAD PBV assistance must be selected from HHA's waiting list. HHA may establish selection criteria or preferences for occupancy of particular PBV units.

**1. Income Targeting**

**24 CFR 983.251(c)(6); Notice PIH 2019-23**

At least 75 percent of the families admitted to HHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Families in place at the time of the conversion are exempt from income targeting requirements. New admissions follow standard PBV requirements. Any non-RAD PBV units located in the same project are also subject to these requirements.

**2. Units with Accessibility Features**

**24 CFR 983.251(c)(7)**

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, HHA will first refer families who require such features to the owner.

**3. Preferences**

**24 CFR 983.251(d); FR Notice 11/24/08; Notice PIH 2019-23**

HHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units.

**F. Screening**

**24 CFR 983.251(c)**

**1. Prohibited Rescreening of Conversion Households**

**Notice PIH 2019-23**

Conversion households cannot be excluded from occupancy at the covered project based on any

rescreening, income eligibility, or income targeting provisions. Consequently, conversion households will be grandfathered for application of any eligibility criteria to conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion.

Post-conversion, the tenure of all residents of the covered project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified by Notice PIH 2019-23 (e.g., rent phase-in provisions). For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR 982.201, concerning eligibility and targeting, will not apply for conversion households. Once that remaining household moves out, the unit must be leased to an eligible family. Existing residents at the time of conversion may not be rescreened for citizenship status or have their social security numbers reverified.

Further, so as to facilitate the right to return to the assisted property, this provision must apply to current public housing residents of the converting project that will reside in non-RAD PBV units placed in a project that contain RAD PBV units. Such families and such contract units will otherwise be subject to all requirements of the applicable program, specifically 24 CFR 983 for non-RAD PBV. Any non-RAD PBV units located in the same project are also subject to the right to return.

For the RAD PBV program, *in-place family* means a family who lived in a pre-conversion property at the time assistance was converted from public housing to PBV under RAD.

## **2. Screening of Tenants after Conversion**

### **24 CFR 983.251(a) and (b)**

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. HHA will determine an applicant family's eligibility for the RAD PBV program in accordance with the eligibility and screening policies in this Plan.

## **3. Owner Screening of Tenants**

### **24 CFR 983.255**

#### HHA Responsibility

See PBV policies on Leasing – HHA Responsibility.

#### Owner Responsibility

See PBV policies on Leasing – Owner Responsibility

## **G. Offer of PBV Assistance**

### **1. Refusal of Offer**

#### **24 CFR 983.251(e)(3)**

See PBV policies on Refusal of Offer.

### **2. Disapproval by Landlord**

#### **24 CFR 983.251(e)(2)**

See PBV chapter topic on Disapproval by Landlord.

### **3. Acceptance of Offer**

**24 CFR 983.252**

Family Briefing

See PBV chapter topic on Family Briefing

Persons with Disabilities

See PBV chapter topic Persons with Disabilities.

**H. Owner Tenant Selection Plan**

**24 CFR 983.253**

See PBV chapter topic on Owner Selection of Tenants.

**PART 6: LEASING**

**24 CFR 983.253(a)**

See PBV chapter topic on Leasing

**A. Filling Vacancies**

**24 CFR 983.254(a)**

See PBV policies on Filling Vacancies.

**B. Lease**

**24 CFR 983.256**

The tenant must have legal capacity to enter into a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

The tenant and the owner must enter into a written lease agreement that is signed by both parties. The tenancy addendum must include, word-for-word, all provisions required by HUD.

**1. Lease Requirements**

**24 CFR 983.256(c); Notice PIH 2019-23**

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner; and
- The amount of any charges for food, furniture, or supportive services.

The HHA lease will include resident procedural rights for termination notification and grievance procedures in the owner's lease. These requirements are not part of the regular PBV program but are required under RAD.

**2. Initial Term and Lease Renewal**

**24 CFR 983.256(f); PBV Quick Reference Guide 10/14**

Leases for residents who will remain in place (i.e., who will not be relocated solely as a result of conversion) must have an effective date that coincides with—and must be signed on or before—the effective date of the RAD PBV HAP contract.

The initial lease term will be for at least one year. The lease will provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g., month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- The PHA terminates the HAP contract
- The PHA terminates assistance for the family

**3. Changes in the Lease**

**24 CFR 983.256(e)**

See PBV policies on Changes in the Lease.

**C. Tenancy Addendum**

**24 CFR 983.256(d)**

The tenancy addendum in the lease must state:

- The program tenancy requirements
- The composition of the household as approved by HHA (the names of family members and any HHA-approved live-in aide)

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

**D. Security Deposit**

**24 CFR 983.259; PBV Quick Reference Guide 10/14**

Owners are permitted to recognize security deposit amounts that have been previously provided by tenants who are in-place at the time of the RAD conversion. Otherwise the security deposit requirements for standard PBV apply. If tenants in-place at RAD conversion have not previously been required to provide a security deposit, the owner cannot require a security deposit to be collected.

**E. Owner Termination of Tenancy**

**24 CFR 983.257; Notice PIH 2019-23**

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program. In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Projects converting from public housing to PBV under RAD have additional procedural rights that do not apply to the standard PBV program. These procedural rights will be included in the owner’s



lease as well as the HHA's administrative plan. In addition to the regulations at 24 CFR 983.257 related to project owner termination of tenancy and eviction the termination procedure for RAD conversions to PBV will require that HHA provide adequate written notice of termination of the lease, which may not be less than:

- A reasonable period of time, but not to exceed 30 days:
  - If the health or safety of other tenants, HHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction
- Not less than 14 days in the case of nonpayment of rent
- Not less than 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply

These provisions apply to non-RAD PBV units located in the project as well.

#### **F. Tenant Notification of Termination**

The family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate in accordance with the lease. Before providing notice to terminate the lease, a family must contact HHA to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

### **PART 7: OCCUPANCY**

#### **A. Overview**

After an applicant has been selected from the waiting list, determined eligible by HHA, referred to an owner, and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

#### **B. Tenant Absence from the Unit**

**24 CFR 983.256(g) and 982.312(a)**

See PBV policies on Tenant Absence from the Unit.

#### **C. Continuation of Housing Assistance Payments**

**24 CFR 983.258; Notice PIH 2019-23**

Current residents living in the property prior to conversion are placed on and remain under the HAP contract when TTP equals or exceeds gross rent. In this case, until such time as the family's TTP falls below the gross rent, the family will pay the owner the lesser of their TTP minus the utility allowance or any applicable maximum rent under the LIHTC program. The family will continue to pay this amount until/if circumstances change, and HAP is paid on their behalf. In other words, assistance may subsequently be reinstated if the tenant becomes eligible for assistance. In such cases, the resident is still considered a program participant. All of the family obligations and protections under RAD and standard PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract. Any non-RAD PBV units located in the same project are also subject to these requirements.

Any new admission referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program. HHA may request a waiver from HUD in order to admit otherwise eligible families whose TTP exceeds gross rent and to allow the units those families occupy to remain under the HAP contract even if HHA has not paid HAP for the family in 180 days.

Further, for any new families admitted after the conversion, assistance will be terminated 180 days after the last housing assistance payment on their behalf. If a participating family who was admitted after the RAD conversion receive zero assistance and subsequently experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify HHA of the change and request an interim reexamination before the expiration of the 180-day period.

The cessation of housing assistance payments does not affect the family's other rights under its lease, nor does it preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within the 180-day window. If a family's assistance is terminated as a result of their zero HAP status, HHA will remove the unit from the HAP contract. If the project is fully assisted, HHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, HHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207.

#### **D. Moves**

##### **1. Overcrowded, Under-Occupied, and Accessible Units**

###### **24 CFR 983.260; Notice PIH 2019-23**

All in-place tenants at the time of conversion are eligible to remain in the project. Over-housed families should be moved into appropriately sized units if such units are available in the new or rehabbed project. If appropriately sized units are not available, the existing tenants may continue to be over-housed until an appropriately sized unit becomes available or until the tenant leaves the project. Once the unit turns over, it must be leased to an appropriately sized family. Any non-RAD PBV units located in the same project are also subject to these requirements.

Following conversion, the standard PBV regulations apply. See PBV policies on Overcrowded, Under-Occupied, and Accessible Units.

##### **2. Family Right to Move**

###### **24 CFR 983.261**

See PBV policies Family Right to Move.

##### **3. Choice Mobility**

###### **Notice PIH 2019-23**

If the family wishes to move with continued tenant-based assistance, the family must contact HHA to request the rental assistance prior to providing notice to terminate the lease. If the family terminates the lease in accordance with lease requirements, HHA will offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If a voucher or other comparable tenant-based assistance is not immediately available, HHA will give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

The family will remain eligible to request a choice mobility voucher as long as they continue living at the same covered project. If a family moves from one covered project to another covered project prior to completing their 12-month occupancy requirement, their 12-month clock will reset. The family must wait 12 months from the date of move at the new property before they may request another choice mobility voucher. If a family transfers to a different unit within the same covered project, the 12-month clock does not reset.

HHA will maintain a combined, agency-wide waiting list for all standard PBV and RAD PBV families wishing to exercise mobility after one year of tenancy. Families on the choice mobility waiting list will be given priority over families on the tenant-based waiting list. The choice mobility waiting list will be organized by date and time of the family's written request to exercise choice mobility. The list will also identify whether families live in standard or RAD PBV units.

#### **E. Turnover Cap**

If as a result of RAD, the total number of PBV units (including RAD PBV units) administered by HHA exceeds 20 percent of HHA's authorized units under its HCV ACC with HUD, HHA may establish a turnover cap. HHA is not required to provide more than three-quarters of its turnover vouchers in any single year to the residents of covered projects. If HHA chooses to establish a turnover cap and the cap is implemented, HHA will create and maintain a waiting list in the order requests from eligible households were received.

If HHA implements a turnover cap and families who requested a choice mobility voucher were denied due to the cap, the families will be given priority the following year when choice mobility vouchers are again issued since the choice mobility list will be organized by the date and time of the family's request.

#### **F. Emergency Transfers under VAWA**

##### **Notice PIH 2017-08**

See PBV policies on Emergency Transfer Under VAWA.

#### **G. Reexaminations**

##### **PBV Quick Reference Guide 10/14**

A family living in a unit converted from public housing to RAD PBV may retain its certification date. Unless a family's annual reexamination is due at the same time as the effective date of the RAD PBV HAP contract, HHA does not need to recertify tenants at the point of conversion. For each family residing in a unit undergoing conversion of assistance under RAD, the administering PHA will have to submit a form HUD-50058 reflecting the family's admission to the voucher program. The effective date of the new admission will be the same as the effective date of the RAD PBV HAP contract. The form should include the same information previously found on the public housing form 50058, including the next annual reexamination date.

#### **H. Earned Income Disallowance**

Note that upon implementation of the HOTMA Final Rule, EID will expire as of January 1, 2026. See the [Earned Income Disregard](#) section for more information.

#### **Notice PIH 2019-23**

Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR 5.617. Upon the expiration of the EID for such families, the rent adjustment will not be subject to rent phase-in; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time. Any non-RAD PBV units located in the same project are also subject to these requirements.

Under the HCV program, the EID exclusion is limited to only persons with disabilities [24 CFR 5.617(b)]. In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in section 5.617(b) limiting EID to only persons with disabilities is waived. The waiver and resulting alternative requirement only applies to tenants receiving the EID at the time of conversion. No other tenant, such as tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion (e.g., due to loss of employment), tenants that move into the property following conversion, etc., is covered by this waiver.

### **I. Residents' Procedural Rights**

#### **Notice PIH 2019-23**

HUD is incorporating additional termination notification requirements for public housing projects that convert assistance under RAD to PBV and to non-RAD PBV units located in the same project beyond those for the standard PBV program. In addition to the regulations at 24 CFR 983.257 related to owner termination of tenancy and eviction, the termination procedure for RAD conversions to PBV requires that HHA provide adequate written notice of termination of the lease, which is:

- A reasonable period of time, but not to exceed 30 days:
  - If the health or safety of other tenants, project owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction.
- Not less than 14 days in the case of nonpayment of rent
- Not less than 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply.

### **J. Informal Reviews and Hearings**

#### **Notice PIH 2019-23**

In addition to reasons for an informal hearing listed at 24 CFR 982.555(a)(1)(i)–(v) Informal Hearings for Participants), an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to an owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

- For any hearing required under 24 CFR 982.555(a)(1)(i)–(v), the contract administrator will perform the hearing in accordance with Informal Reviews and Hearings policies in this Plan, as is the current standard in the program.
- For any additional hearings required under RAD, HHA (as owner) will perform the hearing.

An informal hearing will not be required for class grievances or for disputes between residents not involving HHA (as owner) or contract administrator. This hearing requirement does not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and HHA (as owner) or contract administrator.

The owner must give residents notice of their ability to request an informal hearing as outlined in 24 CFR 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR 982.555(a)(1)(i)–(v).

The owner must provide an opportunity for an informal hearing before an eviction.

## **PART 8: DETERMINING CONTRACT RENT**

### **A. Initial Contract Rents**

#### **Notice PIH 2019-23**

RAD conversions are intended to be cost-neutral, and therefore, should not exceed current public housing funding as adjusted for unit size. Since public housing units do not currently have contract rents, HUD provides an estimate of current contract rents for each PHA's public housing units based on current funding as adjusted by bedroom size. Current funding includes operating subsidy, tenant rents, capital funds, replacement housing factor funds (RHF), and demolition disposition transitional funding (DDTF). The funding may limit the amount of initial rent for a property.

HHA may adjust subsidy (and contract rents) across multiple projects as long as HHA does not exceed the aggregate subsidy for all of the projects HHA has submitted for conversion under RAD. Notwithstanding HUD's calculation of the initial contract rent based on the project's subsidy under the public housing program and any modifications made to the initial contract rent, the initial rents are set at the lower of:

- An amount determined by HHA, not to exceed 110 percent of the fair market rent (FMR) or HHA's exception payment standard approved by HUD minus any utility allowance
- The reasonable rent
- The rent requested by the owner

### **B. Adjusting Contract Rents**

#### **Notice PIH 2019-23; PBV Quick Reference Guide 10/14**

Contract rents will be adjusted annually only by HUD's operating cost adjustment factor (OCAF) at each anniversary of the HAP contract, subject to the availability of appropriations for each year of the contract term. As such, section 8(o)(13)(I) of the 1937 Act, and 24 CFR 983.301 and 983.302, concerning rent determinations, do not apply when adjusting rents.

The rent to owner may at no time exceed the reasonable rent charged for comparable unassisted units in the private market, as determined by the contract administrator in accordance with 24 CFR 983.303.

Contract rents may not exceed the reasonable rent, with the exception that the contract rent for each unit may not be reduced below the initial contract rent under the initial HAP contract.

The rent to owner may fall below the initial contract rent in the following situations:

- To correct errors in calculations in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 983.55 (prohibition of excess public assistance)
- If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant

The contract rent adjustment will be the lesser of:

- The current contract rent increased by the operating cost adjustment factor (OCAF), which is published annually in the *Federal Register*; or
- The reasonable rent

HHA (or independent entity, if the project is HHA-owned) is responsible for processing rent adjustments, at each contract anniversary date, in accordance with the prevailing OCAF. At least 120 days before the contract anniversary date, HUD recommends that the owner submit the OCAF rent adjustment worksheet (Form HUD-9625) to the PHA administering the PBV assistance (or the independent entity). HHA will validate the data on the form and determine whether the rent exceeds the reasonable rent charged for comparable unassisted units in the private market, in accordance with 24 CFR 983.303. If rents would be unreasonable following application of the requested OCAF, then the rent can only be increased up to the reasonable rent. The approved rent adjustment will go into effect and the new rents to owner will take effect on the date of the contract anniversary.

### **C. Utility Allowances**

#### **Notice PIH 2019-23; PBV Quick Reference Guide 10/14**

When contract rent amounts are set initially, the amount does not include a utility allowance. In general, the utility allowances that are used on the initial HAP contract at closing are the public housing utility allowances that are in effect prior to conversion. The CHAP must be updated prior to conversion to reflect current public housing utility allowances

After conversion, HHA will maintain a utility allowance schedule for tenant-paid utilities in accordance with standard PBV and HCV utility allowance regulations at 24 CFR 983.301(f)(2)(ii) and 24 CFR 982.517 respectively.

HHA will modify this Admin Plan if, at a later date, HHA determines that it will apply site specific utility allowances. HUD waived the requirement for the standard PBV program that the HCV utility allowance be used. If a site-specific utility allowance is used, the utility allowance is applicable to non-RAD PBV units in the project and is calculated consistent with Notice H 2015-04.

### **D. Reasonable Rent**

#### **24 CFR 983.303**

See PBV policies on Reasonable Rent

#### HHA-Owned Units

See PBV policies on Reasonable Rent – Rent for HHA Owned Units.

## **PART 9: PAYMENTS TO OWNER**

### **A. Housing Assistance Payments**

See PBV policies on Payments to Owner

### **B. Vacancy Payments**

#### **24 CFR 983.352**

At the discretion of HHA, the HAP contract may provide for vacancy payments to the owner. Such stipulation will be included in the HAP contract.

See PBV policies on Vacancy Payments.

### **C. Tenant Rent to Owner**

#### **24 CFR 983.353; Notice PIH 2019-23**

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by HHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the HHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by HHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by HHA. The owner must immediately return any excess payment to the tenant.

### **D. Initial Certifications**

#### **Notice PIH 2019-23**

For the initial certification, HHA will use the family's public housing tenant rent (reflected on line 10f of the family's most recent 50058) at the date of conversion to calculate HAP and tenant rent for the PBV program. HHA will use this amount until the effective date of the earlier of the family's first regular or interim recertification following the conversion. At that point, HHA will use the family's TTP based on the recertification and the applicable utility allowance (HCV or RAD PBV site-based, as applicable) to determine PBV HAP and tenant rent. Any non-RAD PBV units located in the same project are subject to the same requirements.

### **E. Tenant and HHA Responsibilities**

See PBV policies on Tenant and HHA Responsibilities

### **F. Utility Reimbursements**

See PBV policies on Utility Reimbursements.

### **G. Phase-in of Tenant Rent Increases**

#### **Notice PIH 2019-23**

For in-place tenants, if the amount the tenant would pay for rent and utilities (TTP) would increase by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over three years. To implement this provision, HUD is waiving section 3(a)(1) of the 1937 Act, as well as 24 CFR 983.3 (definition of *total tenant payment (TTP)*) only to the extent

necessary to allow for the phase-in of tenant rent increases. For families who were on EID at the time of conversion to RAD PBV, upon the expiration of the EID, the rent adjustment is not subject to rent phase-in.

HHA will use the family's public housing tenant rent (reflected on line 10f of the family's most recent 50058) at the date of conversion to calculate the family's tenant rent in PBV. HHA will implement a three-year phase-in for in-place families whose TTP increases by more than the greater of 10 percent or \$25 purely as a result of the conversion as follows:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion: 33 percent of the difference between the most recently paid TTP or flat rent and the calculated PBV TTP. (If the family was paying flat rent immediately prior to conversion, the PHA will use the flat rent amount to calculate the phase-in for Year 1.)
- Year 2: Year 2 annual recertification (AR) and any interim recertification (IR): 50 percent of the difference between the most recently paid TTP or flat rent and the calculated PBV TTP
- Year 3: Year 3 AR and all subsequent recertifications: Full calculated TTP

Once the standard TTP is equal to or less than the previous TTP or flat rent, the phase-in ends, and tenants will pay full TTP from that point forward.

HHA will communicate HHA's phase-in policy in writing to the family at the time HHA first determines that the family qualifies for a rent phase-in. Any non-RAD PBV units located in the same project are also subject to rent phase-in requirements.

## **H. Other Fees and Charges**

### **24 CFR 983.354**

#### Meals and Supportive Services

See PBV policies on Meals and Supportive Services and Definition of Supportive Services

#### Other Charges by Owner

See PBV policies on Other Charges by Owner.

## **PART 10: OTHER RAD REQUIREMENTS**

### **A. Davis-Bacon**

The Davis-Bacon prevailing wage requirements (prevailing wages, the Contract Work Hours and Safety Standards Act, and other related regulations, rules, and requirements) apply to all initial repairs and new construction that are identified in a project's financing plan to the extent that such repairs or construction qualify as development. "Development," as applied to work subject to Davis-Bacon requirements on HCV projects, encompasses work that constitutes remodeling that alters the nature or type of housing units in a PBV project, reconstruction, or a substantial improvement in the quality or kind of original equipment and materials, and is initiated within 18 months of the HAP contract. Development activity does not include replacement of equipment and materials rendered unsatisfactory because of normal wear and tear by items of substantially the same kind. Davis-Bacon requirements apply only to projects with nine or more assisted units.

### **B. Section 3 of the Housing and Urban Development Act of 1968**

Section 3 (24 CFR Part 135) applies to all initial repairs and new constructions that are identified in the project's financing plan to the extent that such repairs qualify as construction or rehabilitation.



In addition, Section 3 may apply to the project after conversion based on the receipt of the use of federal financial assistance for rehabilitation activities.

**C. Future Refinancing and Insurance**

Owners must receive HUD approval for any refinancing or restructuring of permanent debt during the HAP contract term, to ensure the financing is consistent with long-term preservation.

**D. Public Housing FSS and ROSS Participants**

**Notice PIH 2019-23**

Current PH FSS participants will continue to participate in HHA's FSS program, and HHA will be allowed to use any PH FSS funds granted previously or pursuant to the current fiscal year (FY) PH FSS notice of funding availability (NOFA) to serve those FSS participants who live in units converted to RAD and who will as a result be moving to the HCV FSS program. HHA will convert the PH FSS program participants at the covered project to their HCV FSS program.

Residents who were converted from the PH FSS program to the HCV FSS program through RAD may not be terminated from the HCV FSS program or have HCV assistance withheld due to the participant's failure to comply with the contract of participation. Consequently, 24 CFR 984.303(b)(5)(iii) does not apply to FSS participants in converted properties.

At the completion of the FSS grant, HHA will follow the normal closeout procedures outlined in the grant agreement. If HHA continues to run an FSS program that serves PH and/or HCV participants, HHA will continue to be eligible (subject to NOFA requirements) to apply for FSS funding.

Current Resident Opportunities and Self-Sufficiency–Service Coordinators (ROSS–SC) program grantees will be able to finish out their current ROSS–SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future public housing ROSS–SC grants.

At the completion of the ROSS-SC grant, HHA will follow the normal closeout procedures outlined in the grant agreement. Please note that ROSS-SC grantees may be a nonprofit or local resident association and this consequence of a RAD conversion may impact those entities.

Any non-RAD PBV units located in the same project are also subject to these requirements.

**E. Resident Participation and Funding**

**Notice PIH 2019-23**

Residents of covered projects converting assistance to PBVs will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

## **XXII. EMERGENCY HOUSING VOUCHERS**

### **A. Overview of Emergency Housing Vouchers**

This chapter describes HHA's policy for administering the Emergency Housing Voucher program. Emergency Housing Vouchers (EHVs) are tenant-based vouchers funded through the American Rescue Plan (ARP) Act of 2021 to assist the individuals and families who meet one or more of the following qualifying criteria:

- Experiencing homelessness
- At-risk of homelessness
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Were recently homeless

HHA follows program requirements for the EHV program established by HUD and set forth in Notice PIH 2021-15. All applicable nondiscrimination and equal opportunity requirements for the HCV program will also apply to the EHV program, including requirements that the HHA grant reasonable accommodations to persons with disabilities, effectively communicate with persons with disabilities, and ensure meaningful access for persons with limited English proficiency (LEP).

Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to EHVs.

### **B. Partnering Agencies**

HHA is required by HUD to partner with the local Continuum of Care (CoC) to administer the EHV program. In addition to the CoC, HHA may enter into other partnerships with qualified organizations, in accordance with the parameters set forth in Notice PIH 2021-15.

#### **Continuum of Care**

The Coalition for the Homeless is responsible for the homeless response system in Harris, Fort Bend, and Montgomery counties. The Coalition for the Homeless manages and operates the local Coordinated Access system used by partnering service providers to assess and refer homeless individuals and families to housing assistance.

Accordingly, HHA and the Coalition for the Homeless have entered a Memorandum of Understanding (MOU), an agreement which defines the roles and responsibilities of HHA, the Coalition for the Homeless, and partnering service providers.

### **C. Referrals**

As outlined in the MOU, the primary responsibilities of the Coalition for the Homeless are to determine if the family or individual qualifies for an EHV and to refer those qualifying families and individuals to HHA. The Coalition for the Homeless must determine if the individual or family qualifies for EHV assistance, meeting at least one of the qualifying criteria outlined in Notice PIH 2021-15, before the family can be referred to HHA. To that end, individuals and families cannot submit an application for the EHV program

directly to HHA. If a family contacts HHA to request EHV assistance, HHA will refer the family to the Coalition for the Homeless for intake, assessment, and possible referral.

HHA will inform the Coalition for the Homeless when vouchers are available under the EHV program and request that the Coalition for the Homeless refer qualified applicants.

#### **D. Offers of Assistance without CoC Referrals**

HHA may make an EHV available without referral from the Coalition for the Homeless in order to facilitate an emergency transfer under VAWA, in accordance with the policies outlined in the discussion of Emergency Transfers under VAWA.

#### **E. Funding**

The American Rescue Plan Act of 2021 (ARP) provides administrative fees and funding for the cost of administering EHVs and other eligible expenses. HHA will use administrative fees, HAP, and other funding for the EHV program in accordance with Notice PIH 2021-15 and any successor notices. Fees will not be used for or applied to other HHA programs or vouchers. Accordingly, HHA will maintain separate financial records for all EHV funding.

##### **HAP Funding**

ARP funding obligated to HHA as HAP funding may only be used for eligible EHV HAP expenses (i.e., rental assistance payments). EHV HAP funding may not be used for EHV administrative expenses or for other eligible uses under the EHV services fee.

##### **Service Fees**

HHA receives service fee funding to assist the applicant during the housing search and move-in process. HHA may directly provide assistance to the applicant or reimburse the Coalition for the Homeless or its partnering service providers for such assistance. HHA will provide assistance based on available resources and applicant needs.

The following are eligible uses of service fee funding:

- **Security deposit assistance.** HHA may provide security deposit assistance equal to one month's rent or the actual security deposit required by the owner. HHA may pay the security deposit assistance directly to the owner or may pay the assistance to the EHV applicant. If paid to the applicant, HHA will require documentation that the applicant paid the security deposit.
- **Utility deposit assistance/utility arrears.** HHA may provide utility deposit assistance for some or all of the EHV applicant's utility deposit expenses. Assistance may be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. HHA may pay the utility deposit assistance directly to the utility company or may pay the assistance to the EHV applicant. If paid to the applicant, HHA will require documentation the family paid the utility deposit. The applicant will be required to return the utility deposit assistance to HHA when the deposit is returned by the utility supplier (less any amounts retained by the utility supplier). HHA may also provide assistance to help address utility arrears in order to allow the applicant to establish utility services for tenant-supplied utilities.
- **Application/holding fees.** HHA may provide assistance for application fees and/or holding fees, which are fees an owner requests that are rolled into the security deposit after an application is accepted but before a lease is signed. HHA may cover part or all of the holding fee for units where the fee is required by the owner after a tenant's application has been accepted but before the

lease signing. HHA and the owner must agree how the holding fee will be rolled into the deposit, and under what conditions the fee will be returned. In general, owners need to accept responsibility for making needed repairs to a unit required by the initial HQS inspection and can only keep the holding fee if the client is at fault for not entering into a lease.

- **Furniture.** The Coalition for the Homeless may provide assistance to the family with some or all of the costs of acquiring furniture and other essential household items.
- **Moving expenses.** The Coalition for the Homeless may provide assistance for some or all of the family's reasonable moving expenses when they initially lease a unit with the EHV. HHA will not provide assistance for moving expenses for subsequent moves unless the family is required to move by HHA or the owner (unless the family has violated the terms of their lease), or the family has to move due to domestic violence, dating violence, sexual assault, or stalking.
- **Housing search and navigator services.** The Coalition for the Homeless will assist the EHV applicant in locating and securing housing. These activities include transportation assistance, providing information on rental opportunities within the housing market, assisting applicants in preparing for and meeting with potential landlords, and helping applicants identify and access neighborhood services and amenities.
- **Tenant and liaison services.** HHA may use the services fee funding to help address or mitigate barriers that individual families may face in renting a unit with an EHV, such as negative credit, lack of credit, negative rental or utility history, or to connect the family to other community resources (including COVID-related resources) that can assist with rental arrears.

Any services fee assistance that is returned to HHA after its initial or subsequent use may only be applied to the eligible services fee uses defined in Notice PIH 2021-15 (or subsequent notice) or other EHV administrative costs.

## **F. Waiting List Management**

If the number of applicants referred by the Coalition for the Homeless exceeds the number of EHV's available, HHA will establish and maintain a separate waiting list for the EHV program. The waiting list will be used to expedite initial leasing of EHV's and for turnover vouchers issued before September 30, 2023. The waiting list for the EHV program will not be subject to the policies described in [Admission](#), including the notice requirements for opening and closing the HCV waiting list.

HHA will inform families on the HCV waiting list of the availability of EHV's by posting the information to the HHA website and providing public notice.

### **Priorities**

The Coalition for the Homeless will prioritize applications for families and individuals who meet the qualifying criteria for the EHV program, based on the priority populations listed in the MOU. The Coalition for the Homeless will first assess and determine if the individual or family is homeless, at-risk of homelessness, fleeing or attempting to flee domestic violence, or recently homeless. The Coalition for the Homeless will give priority to families and individuals who have met one of the qualifying criteria **and** who are:

- Currently housed in permanent supportive housing (PSH) who have been assessed for and interested in moving on from PHSD to more independent living with continuing subsidies.
- Receiving rapid rehousing assistance (RRH) through the Continuum of Care or Emergency Solutions Grants programs, including households nearing the end of the time-limited RRH

assistance who lack and are unlikely to acquire sufficient income to meet housing and other essential costs of living in the absence of continuing housing subsidy.

- At-risk of homelessness, likely to have a continuing need for housing subsidy, and who are likely to become homeless in the absence of such support.
- Experiencing homelessness.

## **G. Family Eligibility**

HHA and the Coalition for the Homeless will share responsibility for screening individuals and families for admission to the EHV program. The Coalition for the Homeless (or the partnering service provider) will screen the family to determine if they meet the qualifying criteria for the EHV program, and HHA will screen the family to determine that they meet all other eligibility criteria.

### **Screening Conducted by the Coalition for the Homeless**

As noted above, the Coalition for the Homeless is responsible for screening individuals and families to determine if they meet one of the following criteria for the EHV program:

- Homeless
- At risk of homelessness
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Recently homeless

The Coalition for the Homeless must provide HHA a signed certification that the family has met at least one of the above criteria.

### **Verification**

Generally, HHA will follow HCV policies regarding income verification at admission. However, HHA may consider self-certification as the highest form of income verification at admission, if obtaining third-party verification would significantly delay or prevent the applicant from leasing. Any self-certification must be made in a format acceptable to HHA and must be signed by the family member whose information is being verified.

If HHA elects to accept self-certification of income, HHA will review the EIV Income and Income Validation Tool (IVT) reports to confirm and validate self-reported income information within 90 days of the PIC submission. HHA will print and maintain copies of the EIV and IVT Income reports in the participant's file and resolve any income discrepancy with the family within 60 days of the obtaining the reports.

HHA will generally follow HCV policies for all other screening elements, including the verification of Social Security numbers, citizenship status, age, and disability status. However, on a case by case basis, HHA may accept self-certification of Social Security numbers and citizenship status during the initial eligibility determination for documented extenuating circumstances. In such cases, HHA will require that the EHV applicant provide third-party verification within 90 days of admission or verify the information in EIV.

## **H. Income Targeting**

Income targeting requirements set forth for the HCV program do not apply to families admitted to the EHV program.

## **I. Denials**

HHA will deny applicants to the EHV program for the following:

- If any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.
- If any household member is subject to a lifetime registration requirement under a state sex offender registration program.
- If the head of household and adult family members have failed to sign and submit consent forms for HHA to obtain required information.

With the exception of the circumstances listed above, HHA's policies regarding denials in the HCV program do not apply to the EHV program, including permissive denial policies. HHA will conform with the alternate requirements for denying applicants which are set forth in Notice PIH 2021-15. Specifically, HHA **will not deny** applicants to the EHV program for the following:

- Any member of the family has been evicted from federally assisted housing in the last five years;
- Another PHA has terminated assistance under the program for any member of the family;
- The family currently owes rent or other amounts to HHA or to another PHA in connection with HCV or public housing assistance under the 1937 Act;
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- The family breached an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA;
- The family would otherwise be prohibited admission under alcohol abuse standards established by HHA in accordance with 24 CFR 982.553(a)(3);

## **J. Family Briefing**

Applicants who are screened and determined to be eligible for the EHV program will be required to attend a voucher briefing. At the briefing, HHA will provide a briefing packet to the applicant.

In addition to HCV policies, the briefing and briefing packet will describe the services and assistance available to the EHV applicant during the leasing process. In accordance with Notice PIH 2021-15, the briefing will also discuss the impact a portability move may have on EHV services. The briefing packet will include a written notice that HHA will assist the family with moves under portability.

For limited English proficient (LEP) applicants, HHA will provide interpretation services in accordance with the policies set forth in the Language Assistance Plan & Limited English Proficiency Policy.

## **K. Initial Voucher Term**

EHV applicants who are issued a voucher will have 120 calendar days to locate a suitable unit and notify HHA of their intent to enter into a lease with an owner.

EHV applicants will be subject to HCV policies for voucher extension and suspension, which are described in the chapter on [Request for Tenancy Approval, Inspections, and Leasing](#).

## **L. Housing Search Assistance**

As described in the discussion of [Service Fees](#), the Coalition for the Homeless (or the partnering service

provider) will provide housing search and navigator services to assist applicants in locating a rental unit which is suitable for the family size and needs.

#### **M. HQS Pre-Inspections**

HHA may pre-inspect available units in order to maintain a pool of eligible units and expedite the leasing process for EHV applicants. If an EHV applicant submits an RFTA for a unit which has been inspected within the past 45 days (without intervening occupancy), the unit may be approved provided that it meets all other conditions under 24 CFR 982.305.

The family is not required to select a unit which has been pre-inspected.

#### **N. Initial Lease Term**

EHV applicants are permitted to enter into an initial lease term which is less than 12 months.

#### **O. Portability**

The HCV portability procedures and requirements outlined in the **Error! Reference source not found.** section generally apply to the EHV program, with the exception of eligibility, voucher briefing, billing/absorption, and coordination with the initial/receiving PHA.

##### **Eligibility**

Under EHV, applicant families may move under portability even if the family did not have legal residency in HHA's jurisdiction when they applied.

##### **Billing and Absorption**

HHA will assist a family wishing to port-in to HHA's EHV program. If an EHV is available, HHA will absorb the incoming EHV applicant with an EHV. If no EHV is available, HHA will bill the initial PHA.

For EHV families who wish to port-out of HHA to a receiving PHA that does not administer an EHV program, the receiving PHA may choose to bill HHA for the EHV or absorb using a regular HCV. Regardless of whether HHA bills or absorbs an EHV port-in, the administration of the EHV will be in accordance with the policies described in this chapter.

HHA's portability billing arrangements, outlined in the [Error! Reference source not found.](#) section, will apply for HAP and ongoing administrative fees for EHV families.

##### **Service Fees**

For service fees funding, the amount of the service fee provided by the initial PHA may not exceed the lesser of the actual cost of the services and assistance provided to the family by the receiving PHA or \$1,750, unless the initial PHA and receiving PHA mutually agree to change the \$1,750 cap. Service fees are paid as follows:

- If the receiving PHA, in consultation and coordination with the initial PHA, will provide eligible services or assistance to the incoming EHV family, the receiving PHA may be compensated for those costs by the initial PHA, regardless of whether the receiving PHA bills or absorbs.
- If the receiving PHA administers EHV, the receiving PHA may use its own services fee and may be reimbursed by the initial PHA, or the initial PHA may provide the services funding upfront to the receiving PHA for those fees and assistance.
- If the receiving PHA does not administer EHV, the initial PHA must provide the services funding upfront to the receiving PHA. Any amounts provided to the receiving PHA that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving PHA to the initial PHA.

### **Placement/Issuance Reporting Fee**

HHA will receive placement/issuance reporting fees for initial lease-up costs and additional costs to expedite leasing. If a port-in lease-up qualifies for the placement fee/issuance reporting fee, HHA will receive the full amount of the placement component of the placement fee/issuing reporting fee. HHA is eligible for the placement fee regardless of whether HHA bills the initial PHA or absorbs the family into its own EHV program at initial lease-up. The initial PHA qualifies for the issuance reporting component of the placement fee/issuance reporting fee, as applicable.

### **Coordination of Services**

If an EHV applicant wishes to port-in to HHA's jurisdiction, HHA will consult and coordinate with the initial PHA on the EHV services and assistance available to the applicant to ensure there is no duplication of services. If an EHV applicant wishes to port-out of HHA's jurisdiction, HHA will consult and coordinate with the receiving PHA.

## **P. Payment Standards**

HHA will generally follow HCV payment standard policies.

### **Payment Standard Schedule**

HHA will not establish an exception payment standard for EHV.

### **Rent Reasonableness**

HCV rent reasonableness requirements will apply to units leased in the EHV program.

### **Increases in Payment Standards**

HHA will apply an increase in the payment standard at the family's first regular recertification after the effective date of the increase in the payment standard amount.

## **Q. Termination of Vouchers**

If a family receiving EHV assistance leaves the EHV program before September 30, 2023, HHA will re-issue



the EHV to another applicant family eligible for the program. However, if an EHV family leaves the program on or after October 1, 2023, HHA will not re-issue the EHV.

HHA may only issue an EHV on or after October 1, 2023 if the EHV has never been issued or leased.

**R. Use of Funds, Reporting, and Financial Records**

HHA will follow all applicable requirements for the use and reporting of EHV funding in Voucher Management System (VMS) and Financial Data Schedule (FDS) as outlined in Notice PIH 2021-15.

## **XXIII. MODERATE REHABILITATION PROGRAM**

Unless stated below, facets of the Moderate Rehabilitation Program (Mod Rehab) are the same as those listed in other areas of this Plan.

### **A. Family Participation**

As previously mentioned, Mod Rehab applicants are not part of the Housing Choice Voucher lottery process. Applicants can gain access to the Mod Rehab waiting list either by applying specifically for that list or by written owner referral to the Authority. When an applicant is referred or selected from the Mod Rehab waiting list, a pre-application will be mailed to the applicant. Upon receipt of the completed pre-application, the Authority will schedule an interview with the applicant to determine eligibility. Families will be processed using the program rules listed in this Plan.

### **B. Moves**

Families may move to another Mod Rehab unit only at the expiration of the lease, if there is another Mod Rehab unit available. A list of available Mod Rehab units housing will be made available to families wishing to relocate. Proper notice of their intent to vacate the unit must be submitted to the owner and the Authority. Families may not move to another unit if they owe the owner money under the current lease.

Mod Rehab families may elect to receive a Housing Choice Voucher only if:

1. The family participated in the lottery pool, was placed on the waiting list, and is selected to receive a Voucher by the Authority, or
2. The family meets the qualification requirements for Vouchers provided by HUD to serve a targeted population, and the Authority is accepting applications from qualified applicants.

When a Mod Rehab family is subject to involuntary displacement or the imposition of an excessive rent burden because the HAP Contract for their unit has been terminated by the Authority for reasons unrelated to the conduct of the family, the family will be permitted to:

1. Move to another Mod Rehab unit within the same property; or, if none is available,
2. Move to another Authority Mod Rehab unit; or, if none is available,
3. Receive a Housing Choice Voucher. The offer of a Housing Choice Voucher is subject to the availability of a voucher for which the family is otherwise qualified. Other provisions of this Plan regarding the order of selection will not apply.

When a Mod Rehab family is subject to involuntary displacement or the imposition of an excessive rent burden because the HAP contract for their unit or the project has been terminated or not been renewed by the owner for reasons unrelated to the conduct of the family, and the family still needs assisted housing, the family will receive a housing voucher as a continually assisted family and a special admission. A Mod Rehab family will not be permitted to receive a Voucher if they have been terminated from the Mod Rehab Program.

### **C. Rent Increases**

Rent increases will be monitored on a per contract basis. The owner must give proper written notice to the tenant and the Authority. Annual increases will be calculated based on Mod Rehab program regulations. Properties that are not eligible for renewal are not eligible to receive rent

increases. Mod Rehab contracts that are still in the initial period of contract are eligible to request rent increases when requested in writing prior to the anniversary date of the contract.

#### **D. Vacancy Loss Claims**

Vacancy loss claims will be processed per HUD regulations in force at the time of the vacancy and the contract. Proper documentation of HHA verified vacancies must be submitted in the month following the vacancy in order for vacancy claims to be honored.

#### **E. Law Enforcement and Security Personnel**

Mod Rehab assistance may be offered to police officers and other security personnel who are otherwise eligible for assistance. The owner must apply to the HUD Field Office for authorization to house over-income police officers and other security personnel. The Authority will process such referrals from HUD.

#### **F. Criminal Background Checks and Policy regarding Denial of Admission and Termination of Assistance**

##### **1. Criminal Background Checks**

- a. Criminal background checks are conducted on all adult household members at new admission and adult additions (age 18 and older) to the household. Criminal background checks may be conducted on all adult household members at moves, annual recertifications and reinstatements. Criminal background checks may also be conducted on a current tenant where there is reasonable cause to believe the individual is involved in criminal activity.
- b. Criminal background records will be used in combination with all other reliable information in order to enforce the requirements regarding denial of admission and termination of assistance for drug offenders, sex offenders and for other offenses, as set forth below.
- c. If HHA obtains criminal record information from a Federal, State or local agency showing that a household member has been convicted of a crime relevant to admission or continued assistance, HHA will notify the household of the proposed action to be based on the information and will provide the subject of the record and applicant or tenant a copy of such information and an opportunity to dispute the accuracy and relevance of the information prior to any admission decision or termination action.

##### **2. Prohibiting Admission of Drug Offenders**

- a. HHA will prohibit admission to the Mod Rehab program of an applicant for three (3) years from the date of termination of tenancy of any household member's federally assisted housing tenancy if any household member's federally assisted housing tenancy has been terminated for drug-related criminal activity.
- b. HHA will prohibit admission to the program if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- c. HHA will prohibit admission of a household to the program if HHA determines that any household member is currently engaging in illegal use of a drug or that it has reasonable cause to believe that a household member's pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

##### **3. Prohibiting Admission of Sex Offenders**

HHA will prohibit admission to the Mod Rehab program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In order to enforce this requirement, HHA will perform criminal background checks in the state of Texas and in other states where household members are known to have resided.

4. Prohibiting Admission for Other Offenses

HHA will prohibit admission of a household to the Mod Rehab program if HHA determines that any household member is currently engaged in or has engaged in the past five (5) years the following activity:

- a. Drug-related criminal activity;
- b. Violent criminal activity; or
- c. Other criminal activity which may threaten the health, safety, or rights to peaceable enjoyment of the premises by other residents, or of the owner or any employee, contractor, subcontractor or agent of the owner who is involved in the owner's housing operations.

5. Prohibiting Admission of Alcohol Abusers

HHA will prohibit admission to the Mod Rehab program if HHA determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceable enjoyment of the premises by other residents.

6. Termination of Assistance for Drug Offenders

- a. HHA will terminate assistance if it determines, based upon a preponderance of the evidence, that any tenant, household member, guest, or any other person under the tenant's control, and engaged in drug-related criminal activity at or near the premises.
- b. HHA will terminate assistance if it determines, based upon a preponderance of the evidence, that a household member is illegally using a drug or has a pattern of illegal use of a drug that interferes with the health, safety, or right to peaceable enjoyment of the premises by other residents.
- c. HHA will terminate assistance for a family under the Mod Rehab program if it determines that any member of the household has ever been convicted of drug-related criminal activity manufacture or production of methamphetamine on the premises of federally assisted housing.

7. Termination of Assistance for Other Offenses

- a. HHA will terminate assistance for a family if it determines, based upon a preponderance of the evidence, that any household member is engaged in criminal activity that threatens the health, safety, or right of peaceable enjoyment of the premises by other residents or by persons residing in the immediate vicinity of the premises.
- b. HHA will terminate assistance for a family if it determines, based upon a preponderance of the evidence that a member of the household is:
  - ii. Fleeing to avoid prosecution, or custody, or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from that individual flees or that, in the case of the State of Texas, is a high misdemeanor, or
  - iii. Violating a condition of probation or parole imposed under Federal or State law.

8. Termination of Assistance for Alcohol Abusers

HHA will terminate assistance for a family if it determines, based upon a preponderance of the evidence, that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceable enjoyment of the premises by other residents.

9. Termination of Offenders in Household Only

In appropriate cases, HHA may permit continued assistance for remaining household members and may impose a condition that the household members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit.

## **XXIV. DEFINITIONS OF TERMS USED IN THIS ADMINISTRATIVE PLAN**

1. Applicant: An individual or a family that has applied for admission to housing.
2. Area of Operation: Jurisdiction of HHA as described in state law and HHA's Articles of Incorporation: The City of Houston and the area five miles beyond its borders that is not under the jurisdiction of another housing authority.
4. Auxiliary Aids: Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities.
5. Care attendant: A person that regularly visits the apartment of an HCV participant to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by HHA must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.
6. Citizen: A Citizen (by birth or naturalization) or national of the United States.
7. Co-head of household: One of two persons held responsible and accountable for the family.
8. Covered Families for Welfare Benefits: Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance.
9. Covered Person: For the purposes of lease enforcement, covered person means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.
10. Day Laborer: An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.
11. Dependent: A member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student.
12. Development: The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site.
13. Disability Assistance Expenses: Reasonable expenses that are during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3 percent of Annual Income.
14. Disabled Family: A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly.
16. Divestiture Income: Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value.
17. Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug.
18. Earned Income: Income or earnings from wages, tips, salaries, other employee

compensation, and net income from self-employment. Earned income does **not** include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, Social Security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

19. Economic Self-Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities.
20. Elderly Family: A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly.
21. Elderly Person: A person who is at least 62 years of age.
22. Eligible Immigration Status: For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document.
23. Emancipated Minor: A person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a HHA lease.
24. Extremely Low Income Family: A Family whose Annual Income does not exceed the higher of the Federal poverty level or 30% of Area Median Income, as published by HUD adjusted for family size.
25. Family: includes, but is not limited to the following, **regardless of actual or perceived sexual orientation, gender identity, or marital status**:
  - i. A single person, who may be:
    - An elderly person, displaced person, disabled person, near-elderly person or any other single person; or
    - An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or
  - ii. A group of persons residing together and such group includes, but is not limited to:
    - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
    - An elderly family;
    - A near-elderly family;
    - A disabled family;
    - A displaced family; and
    - The remaining member of a tenant family.
26. Family Member with a Fixed Source of Income: Family members whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

- a. Social Security, Supplemental Security Income, Supplemental Disability Insurance;
  - b. Federal, state, local or private pension plans;
  - c. Annuities or other retirement benefits programs, insurance policies, disability or death benefits, or other similar types of periodic receipts;
  - d. Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.
27. Foster Adult: A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. Foster adults may be members of HHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.
28. Foster Child: A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.
29. Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution will include but not be limited to: college, university, secondary school, vocational school or trade school.
30. Guest: For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident.
31. Head of the Household: Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.
32. Health and Medical Care Expenses: Any cost incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.
33. Imputed Welfare Income: The amount of Annual Income by which a resident's welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in Annual Income for determining rent.
34. Independent Contractor: An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.
35. Individual with Disabilities:
- a. Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of "Person with Disabilities" as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability".
  - b. Individual with disabilities means any person who has: A physical or mental impairment that:



- i. Substantially limits one or more major life activities; has a record of such an impairment; or
    - ii. Is regarded as having such an impairment.
  - c. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
  - d. Definitional elements:
    - i. “physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
    - ii. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
    - iii. “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
    - iv. “Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
    - v. “Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or
    - vi. Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or
    - vii. Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if HHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of HHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.
  - e. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.
  - f. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.
36. Kinship care: An arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship

caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records provided directly by the school or medical practitioner to the HHA. School applications submitted by the family are not considered adequate verification of kinship care.

37. Live-in Aide: A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by HHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the apartment except to provide the necessary supportive services. A family member, including one already living in the family can qualify as a live-in aide. Before admitted a live-in aide to an HCV family, HHA will verify through a qualified medical practitioner:
- a. That the person requesting the live-in aide meets the definition in the Section of "individual with a disability; and
  - b. The live-in aide is needed because of the family member's disability; and
  - c. That the live-in aide selected (whether a family member or not) is capable of providing the services the family member with a disability needs.
  - d. At no time will HHA request information related to the nature, extent, diagnosis or treatment of an HCV participant.
35. Lower-Income Household: A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size.
36. Minor: A member of the family, other than the head of family or spouse, who is under 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".
37. Mixed Family: a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent.
38. MTW: Moving to Work: A demonstration program for public housing authorities (PHAs) that provides them the opportunity to design and test innovative, locally designed strategies that use Federal dollars more efficiently, help residents find employment and become self-sufficient, and increase housing choices for low-income families. MTW allows PHAs exemptions from many existing public housing and voucher rules and provides funding flexibility with how they use their Federal funds.
39. Multifamily housing project: For purposes of Section 504, means a project containing five or more dwelling units.
40. National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession or birth in a foreign country to parents who are US citizens.
41. Near-elderly family: means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly.
43. Near-elderly person: means a person who is at least 50 years of age but below 62, who may be a person with a disability.
44. Net Family Assets: The net cash value, of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

In determining net family assets, include the value of any business or family assets disposed of for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

Excluded from the calculation of net family assets are:

- a. The value of necessary items of personal property;
- b. The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);
- c. The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;
- d. The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;
- e. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;
- f. The value of any:
  - i. Coverdell education savings account under section 530 of the Internal Revenue Code of 1986,
  - ii. Qualified tuition program under section 529 of such Code,
  - iii. Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such code, and
  - iv. *Baby bond* account created, authorized, or funded by Federal, State, or local government;
- g. Interests in Indian trust land;
- h. Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR 982;
- i. Family Self-Sufficiency Accounts; and
- j. Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

45. Other Person Under the Resident's Control: For the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not "under the resident's control".
46. Person with disabilities<sup>1</sup> means a person<sup>2</sup> who:
- a. Has a disability as defined in Section 223 of the Social Security Act 42 USC 423 ; or,
  - b. Has a physical or mental impairment that:
    - i. Is expected to be of long continued and indefinite duration;
    - ii. Substantially impedes his/her ability to live independently; and,
    - iii. Is of such nature that such disability could be improved by more suitable housing conditions; or,
  - c. Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act. 42 USC 6001 (5).
- This is the definition that is used for eligibility and granting deductions for rent.
47. Refusal of Housing: An applicant's choice not to accept a HHA offer of housing without good cause.
48. Rejection for Housing: HHA's determination not to accept an applicant either because of ineligibility or failing applicant screening.
49. Remaining Family Member: A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.
50. Qualified Individual with Disabilities, Section 504: means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the HHA can demonstrate would result in a fundamental alteration in its nature.
- a. Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the HHA.
  - b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the HHA as a part of the assisted program. The person may not be 'qualified' for a project

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<sup>1</sup> This is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission.

<sup>2</sup> A person with disabilities may be a child.

lacking such services.

51. Seasonal Worker: An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.
52. Service Provider: A person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
53. Single Person: A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
54. Spouse: Spouse means the husband or wife of the head of the household.
55. Tenant Rent: The amount payable monthly by the Family as rent to HHA. If all utilities (except telephone) and other essential housing services are supplied by the HHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the HHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance.
56. Tiered Rent TTP: MTW policy whereby TTP is calculated using 28% of the low end of \$2,000 gross income bands.
57. Total Tenant Payment (TTP): The TTP is calculated using the following formula:  
The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Resident pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. See also definition for Tenant Rent.
58. Unearned Income: annual income, as calculated under 24 CFR 5.609 that is not earned income.
59. Uniform Federal Accessibility Standards: Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures.
60. Utilities: Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility.
61. Utility Reimbursement: If the Utility Allowance exceeds the Total Tenant Payment of the family, the Authority will provide a Utility Reimbursement Payment to the family each month. The check will be made out directly to the tenant.
62. Very Low-Income Family: A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.
61. Welfare Assistance: Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.
62. Work Activities: The term work activities means:
  - a. Unsubsidized employment;
  - b. Subsidized private sector employment;
  - c. Subsidized public sector employment;
  - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - e. On-the-job training;
  - f. Job search and job readiness programs;
  - g. Community service programs;
  - h. Vocational educational training (< 12 months);

- i. Job skills training directly related to employment;
- j. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
- k. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence;
- l. The provision of child care services to an individual who is participating in a community service program.

**APPENDIX A: Developments Converted to PBV Non-Competitive Process**

<b>Development</b>	<b># of Units</b>
Clayton Homes	296
Kelly Village	230

## **APPENDIX B: RAD Conversions**

### Public Housing Projects converted RAD PBV Assistance

Generally, public housing projects converting assistance under RAD will be bound by the terms of the Notice in effect at the time of closing. Therefore, the terms of the Notice in effect at closing will apply to all projects currently seeking conversion of assistance, even if a CHAP has already been issued.

Project	CHAP Issue Date	Closing Date	RAD Notice
Historic Rental Initiatives/Victory Apartments	7-10-2020	7-10-2020	PIH Notice 2019-23 Revision 4
Allen Parkway Village	6-20-2018	8/2022	PIH Notice 2019-23 Revision 4
Heatherbrook	3-04-2020		
Historic Oaks of Allen Parkway Village	6-20-2018		
Sweetwater	3-04-2020		



## APPENDIX C: Tiered Rent Table

The tiered rent schedule for the Housing Choice Voucher program is shown below. As applicable, Housing Choice Voucher program tiered rents are capped at the point when the Housing Assistance Payment equals zero.

Tier #	Income Tier Based on Gross Household Income	Rent (Total Tenant Payment)
1.	\$0 to \$1,999	\$50
2.	\$2,000 to \$3,999	\$50
3.	\$4,000 to \$5,999	\$93
4.	\$6,000 to \$7,999	\$140
5.	\$8,000 to \$9,999	\$187
6.	\$10,000 to \$11,999	\$233
7.	\$12,000 to \$13,999	\$280
8.	\$14,000 to \$15,999	\$327
9.	\$16,000 to \$17,999	\$373
10.	\$18,000 to \$19,999	\$420
11.	\$20,000 to \$21,999	\$467
12.	\$22,000 to \$23,999	\$513
13.	\$24,000 to \$25,999	\$560
14.	\$26,000 to \$27,999	\$607
15.	\$28,000 to \$29,999	\$653
16.	\$30,000 to \$31,999	\$700
17.	\$32,000 to \$33,999	\$747
18.	\$34,000 to \$35,999	\$793
19.	\$36,000 to \$37,999	\$840
20.	\$38,000 to \$39,999	\$887
21.	\$40,000 to \$41,999	\$933
22.	\$42,000 to \$43,999	\$980
23.	\$44,000 to \$45,999	\$1,027
24.	\$46,000 to \$47,999	\$1,073
25.	\$48,000 to \$49,999	\$1,120
26.	\$50,000 to \$51,999	\$1,167
27.	\$52,000 to \$53,999	\$1,213
28.	\$54,000 to \$55,999	\$1,260
29.	\$56,000 to \$57,999	\$1,307
30.	\$58,000 to \$59,999	\$1,353
31.	\$60,000 to \$61,999	\$1,400
32.	\$62,000 to \$63,999	\$1,447
33.	\$64,000 to \$65,999	\$1,493
34.	\$66,000 to \$67,999	\$1,540

### Tiered Rent Table (cont'd)

Tier #	Income Tier Based on Gross Household Income	Rent (Total Tenant Payment)
35.	\$68,000 to \$69,999	\$1,587
36.	\$70,000 to \$71,999	\$1,633
37.	\$72,000 to \$73,999	\$1,680
38.	\$74,000 to \$75,999	\$1,727
39.	\$76,000 to \$77,999	\$1,773
40.	\$78,000 to \$79,999	\$1,820
41.	\$80,000 to \$81,999	\$1,867
42.	\$82,000 to \$83,999	\$1,913
43.	\$84,000 to \$85,999	\$1,960
44.	\$86,000 to \$87,999	\$2,007
45.	\$88,000 to \$89,999	\$2,053
46.	\$90,000 to \$91,999	\$2,100
47.	\$92,000 to \$93,999	\$2,147
48.	\$94,000 to \$95,999	\$2,193
49.	\$96,000 to \$97,999	\$2,240
50.	\$98,000 to \$99,999	\$2,287
51.	\$100,000 to \$101,999	\$2,333
52.	\$102,000 to \$103,999	\$2,380
53.	\$104,000 to \$105,999	\$2,427
54.	\$106,000 to \$107,999	\$2,473
55.	\$108,000 to \$109,999	\$2,520
56.	\$110,000 to \$111,999	\$2,567
57.	\$112,000 to \$113,999	\$2,613
58.	\$114,000 to \$115,999	\$2,660

## **APPENDIX D: Federally Mandated Income Exclusions**

HUD's regulations provide for HUD to periodically publish in the Federal Register a notice that lists amounts specifically excluded by any federal statute from consideration as income for purposes of determining eligibility or benefits in a HUD program.

1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
2. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
3. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
4. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
6. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6);
7. The first \$2,000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;
8. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For HCV programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended);
9. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056g);
10. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in In Re Agent Orange Liability Litigation, M.D.L. No. 381 (E.D.N.Y.);
11. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1728);

12. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
13. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));
14. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
15. Allowances, earnings and payments to AmeriCorps clients under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
16. Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821).
17. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));
18. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));
19. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
20. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
21. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. Sec. 1437a(b)(4));
22. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.) and administered by the Office of Native American Programs;
23. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F.Supp.2d

10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291);

24. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4));
25. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a));
26. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)); and
27. Distributions from an ABLE account, and actual or imputed interest on the ABLE account balance.

## **APPENDIX E: Language Assistance Plan & Limited English Proficiency Policy**

### **A. SECTION 1.0 Goals of the Language Assistance Plan**

The goals of HHA's Language Assistance Plan include:

1. To ensure meaningful access to HHA's public housing and Housing Choice Voucher programs by all eligible individuals regardless of primary language spoken.
2. To ensure that all LEP individuals are made aware that HHA will provide free oral interpretation services to facilitate their contacts with and participation in HHA programs.
3. To provide written translations of vital documents to LEP individuals in accordance with HUD's "safe harbor" guidelines.
4. To ensure that HHA staff are aware of available language assistance services and how these services need to be used when serving LEP individuals.
5. To provide for periodic review and updating of language assistance plans and services in accordance with community needs.

### **B. SECTION 2.0 LEP Individuals Who Need Language Assistance**

Houston is an incredibly diverse community in which numerous LEP households reside. According to 2014 Census data, 46.9% of Houston's almost 2 million residents over the age of 5 speak a language other than English, including over at least thirty-nine (39) languages. The most frequently spoken non-English languages are Spanish, Vietnamese and Chinese<sup>3</sup>

The census data provides Poverty Status by language. The Poverty line is defined as those households who make \$24,230<sup>2</sup> for a family of four. The AMI in Houston is \$66,900 and the Poverty line is approximately 32% of AMI. Of those under the poverty level in Houston, 10.9% speak Spanish as seen in Table C16009. For the Houston MSA, 7.3% speak Spanish as highlighted in Table 1.

**Source: Census ACS Table C16009: Poverty status in the past 12 months by language spoken at**

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<sup>2</sup> Census ACS Table B16001: Language Spoken at Home by Ability to Speak English for the Population 5 years and over (2014 1 year estimate – Houston City).

<sup>2</sup>[http://www.census.gov/acs/www/Downloads/data\\_documentation/SubjectDefinitions/2010\\_ACSSubjectDefinitions.pdf](http://www.census.gov/acs/www/Downloads/data_documentation/SubjectDefinitions/2010_ACSSubjectDefinitions.pdf)

home for the population 5 years and over - Universe: population 5 years and over for whom poverty status is determined.

	Houston city, Texas		Houston-Sugar Land-Baytown, TX Metro Area		Requires written translation and oral interpretation
	2014 1 year estimate		2012 1 year estimate		
	Estimate	Percent of Total	Estimate	Percent of Total	
Total:	2,036,207		5,656,109		
Income in the past 12 months below poverty level:	432,645	21.2%	880,549	15.6%	
Speak only English	171,038	8.4%	405,718	7.2%	
Speak Spanish	221,933	10.9%	412,693	7.3%	
Speak other Indo-European languages	13,023	0.6%	20,302	0.4%	
Speak Asian and Pacific Island languages	14,333	0.7%	30,058	0.5%	
Speak other languages	12,318	0.6%	11,778	0.2%	

**Table 1: Languages spoken by those under the poverty level in Houston and the Metro Area**

### **C. SECTION 3.0 Types of Assistance Needed by LEP Persons**

The majority of contacts between HHA and LEP persons are meetings, written communications and phone calls where information is exchanged. Examples include interactions by applicants with HHA Housing Specialists and Property Managers during the application process leading up to housing in public housing or the Housing Choice Voucher program (HCV), as well as periodic contacts between residents and HHA Public Housing Operations staff related to management, maintenance and lease compliance issues. Oral interpretation services may be needed for these contacts.

Other contacts involve the exchange and review of printed materials, some of which may be considered “vital documents”. HUD’ Final Guidance defines vital documents as, “any document that is critical for ensuring meaningful access to the recipients’ major activities and programs by beneficiaries generally and LEP persons specifically”. The list of documents considered vital by HHA includes the following for public housing and HCV as applicable:

1. Language Identification Form
2. Initial and final application(s) for housing
3. Appointment notices
4. Consent forms
5. Lease including lease addenda

6. Lease compliance notices including notices to quit
7. Termination notices
8. Grievance and Conference hearing notices and procedures
9. Recertification related forms and notices
10. Inspection notices and results
11. Rent simplification notices and schedules
12. Rent change notices
13. Transfer policies and procedures
14. HCV family obligations

HHA will periodically review and update this list to reflect those documents which are considered vital to applicants and/or residents. With respect to these vital documents, HHA will maintain each in all three “threshold” languages.

#### **D. SECTION 4.0 Language Assistance to be Provided**

In order to promote equal access to HHA programs and services by LEP individuals, HHA will implement the following array of language assistance services. Except where noted, all actions will be implemented by January 1, 2013:

##### **1. Identification of LEP Persons and Notices**

Use of “I Speak Cards”: In order to help identify LEP individuals and determine the appropriate language assistance, HHA will post and make available I Speak Cards at its central office waiting room and HHA site based management offices. Applicants, public housing residents and HCV participants can use these cards to indicate their primary language. HHA staff at the point of entry will then make appropriate arrangements for interpretation services, generally using either a bi-lingual staff person or a telephone interpretation service.

Notices of Oral Interpretation Services: HHA will provide free access to either bi-lingual staff or telephone interpretation services for all contacts with LEP individuals. HHA will prominently post multi-lingual notices at its central office and HHA site based management offices and on its website which indicate that free oral interpretation services are available upon request.

Language Preferences of Residents and Applicants: HHA will ask applicants and residents, through the use of its language identification form, to identify their primary language at initial application (for new applicants) and at recertification (for existing residents/participants), and to identify their language preference for receiving written communications. The language identification form will also ask the applicant, resident/participant if translations services are necessary. This information will be included in the paper files and in the electronic record.

##### **2. Language Assistance Measures**

- a. Oral Interpretation – Staff: Where feasible, bi-lingual HHA staff will be deployed to



communicate with LEP individuals in their native languages and to assist them in reviewing HHA materials, answering questions about HHA programs, and responding to HHA forms and information requests. Currently, HHA employs staff members who speak Spanish and Vietnamese, which are the non-English languages spoken most frequently by eligible persons served by HHA.

- b. Oral Interpretation – Telephone Support: HHA will use the services of a professional telephone interpretation service whenever requested by an LEP individual and/or when an LEP person uses an I Speak card to signify that they speak a non-English language and a qualified staff person that speaks the appropriate language is unavailable. When these contacts involve review of HHA forms and procedures, HHA will schedule the call so that the telephone translator has the opportunity to first review the relevant form or procedure. HHA will only utilize interpretation services, which demonstrate a high degree of training and professionalization among the interpreter staff. HHA currently utilizes a service which provides 24/7 coverage, trained and certified interpreters, and coverage for 170 languages. HHA staff will be trained in how to access this service, which will be available as needed for LEP applicants, public housing residents or HCV participants.
- c. Oral Interpretation – In Person Assistance: In limited instances where telephone interpretation services or the use of bi-lingual HHA staff are determined insufficient to ensure meaningful access, HHA will provide qualified in-person interpretation services at no cost to the LEP individual(s) either through local Houston community organizations or through contracts with qualified and trained interpretations services. Examples of contacts where in person assistance is likely to be required includes termination hearings and evictions. Due to the considerable expense involved in providing in-person assistance, HHA will generally strive to use telephone assistance. If the LEP person does not wish to use HHA free interpretation services, the LEP person may provide their own qualified interpreters at their own expense; however, see below regarding use of family and friends as interpreters.
- d. Oral Interpretation – Use of Other Interpreters not provided by HHA: As noted above, LEP individuals will be informed that HHA will provide them with free access to oral interpretation services via bilingual HHA staff or qualified, trained contractors as needed. If the LEP individual requests their own qualified, trained interpreter, this will be allowed at the individual's own expense. Use of family members and friends, especially minor children, as interpreters will generally be discouraged. Exceptions may be made where the contact with the LEP person is of a routine nature, one that does not involve confidential matters, or significant/complex matters impacting the applicant or resident's housing status, rent payments, or lease compliance issues and the LEP person signs a release that

indicates alternative services were offered and waived. Staff will be advised to be alert to the potential for any conflict of interest or competency issues that may arise from the involvement of family or friends. If staff has questions about the appropriateness of allowing family and friends as interpreters, they will consult with HHA's LEP Coordinator for guidance.

- e. Written Translation: HHA will translate vital documents listed above into Spanish.  
Communication with LEP Telephone Callers: HHA will continue to provide English and Spanish options for its automated waiting list status line. For callers to HHA's office, recognizable languages including Spanish and Vietnamese will be transferred to bi-lingual HHA staff when available. If needed, HHA will attempt to place a three-party call to the oral interpretation telephone service to determine if the service is able to identify the language spoken and provide an interpreter.

### 3. Staff Training and Coordination

HHA will provide training on the LEP policy and required assistance actions under the Language Assistance Plan for employees. This will include:

- a. Mandatory training: A mandatory training will be scheduled for all employees to review the Language Assistance Plan elements, review new procedures related to the LAP, and to inform staff of their responsibilities relative to LEP persons. On an ongoing basis, periodic refresher training will be provided to staff who regularly interact with HHA clients.
- b. Legal Compliance Officer: HHA's Legal Compliance Officer is responsible for ongoing updating of the LEP analysis, addressing staff and public questions and issues related to LEP matters, and providing ongoing LEP training.

### 4. Providing Notice to LEP Persons

To ensure that LEP persons are aware of the language services available to them, HHA will take the following actions:

- a. Post LEP notices in HHA's offices and on website: As described in paragraph V.B. above.
- b. Incorporate multi-lingual messages into HHA outreach documents: HHA will utilize standard messages in Spanish and Vietnamese on outreach materials and notices.
- c. Inform resident associations of language assistance services.

### 5. Monitoring and updating the Language Assistance Plan

Every year, as part of HHA annual plan process, the LAP will be reviewed and updated, if needed. The review will assess:

- a. Whether there have been any significant changes in the composition or language needs of the LEP population in Houston;
- b. A review to determine if additional vital documents require

translation;

- c. A review of any issues or problems related to serving LEP persons which may have emerged during the past year; and,
- d. Identification of any recommended actions to provide more responsive and effective language services.

Since it will be part of the agency's overall annual plan process, the annual LAP review and update process will facilitate public review and comment. HHA will also continue to utilize its annual resident survey to query residents about their LEP needs.

## **APPENDIX F: Reasonable Accommodation Policy and Procedures**

### **A. Policy Statement**

1. The Houston Housing Authority (Housing Authority) is dedicated to ensuring that persons with disabilities are not discriminated against on the basis of disability in connection with the Housing Authority's programs, services and activities. If a person with a disability requests an accommodation to an existing rule, policy, practice, or service in order to have an equal opportunity to use a dwelling unit or enjoy the benefits of participating in the Housing Authority's services, the Housing Authority will provide an accommodation. The Housing Authority is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden.
2. A copy of the Housing Authority's Reasonable Accommodation Policy (Policy) shall be available at each public housing development and at the Housing Authority's Main Administrative Office at 2640 Fountain View Drive, Houston, Texas 77057, and online at [www.housingforhouston.com](http://www.housingforhouston.com).
3. The Housing Authority requests but does not require that the reasonable accommodation request form be completed. A letter may be completed by a knowledgeable third-party in lieu of the Housing Authority's reasonable accommodation form.

### **B. Legal Authority**

1. This Policy is in compliance with the statutory authorities listed below:
  - a. Section 504 of the Rehabilitation Act of 1973 (Section 504);
  - b. Titles II and III of the Americans with Disabilities Act of 1990 (ADA);
  - c. The Fair Housing Act of 1968, as amended (Fair Housing Act);
  - d. The Architectural Barriers Act of 1968; and
  - e. 24 C.F.R. Part 8 and 100, etc.
  - f. Title VI of the Civil Rights Act of 1964
  - g. The Violence Against Women Reauthorization Act of 2013

### **C. Monitoring**

1. The Legal Compliance Officer is responsible for monitoring compliance with this Policy and shall be available to applicants, residents, participants, and staff for discussing issues and questions regarding the interpretation or implementation of this Policy. The Legal Compliance Officer's contact information is provided below:

Legal Compliance Officer  
Houston Housing Authority

2640 Fountain View Drive  
Houston, Texas 77057  
Phone: (713) 260-0353 TTY: 711  
Fax: (713) 260-0808

2. Each housing applicant shall be provided with a copy of either (1) the Notice to Houston Housing Authority Public Housing Applicants and Residents Regarding Reasonable Accommodations or (2) the Notice to Houston Housing Authority Housing Choice Voucher Program Applicants and Participants Regarding Reasonable Accommodations. These notices shall be posted at all times at the public housing developments and at the Housing Authority's Main Administrative Office.

#### **A. Definitions**

1. *Individual with a disability* is defined as a person who has a physical and/or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.
2. *Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.
3. A *reasonable accommodation* is defined as a change, modification, alteration or adaptation in a policy, procedure, practice, program, or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from, a program or activity.
4. The definition of disability does not include any individual whose current use of alcohol would constitute a direct threat to property or the health or the safety of others. Additionally, this definition of disability does not include any individual who is engaging in an illegal drug related criminal activity or who is unqualified to participate in the public housing or other housing programs and activities in accordance with applicable Housing Authority policies and HUD regulations. Generally, individuals with a drug addiction that are engaged in and are able to evidence full participation in an appropriate treatment program are qualified to participate in HUD Housing programs.

#### **E. Policy Application**

1. This Policy applies to individuals with a disability participating in the following programs provided by the Housing Authority:
  - a. Applicants for public housing;
  - b. Applicants for the Housing Choice Voucher Program;
  - c. Residents of public housing developments;

- d. Participants of the Housing Choice Voucher Program; and
  - e. Participants in all other programs or activities receiving federal financial assistance that are conducted or sponsored by the Housing Authority.
2. Because a reasonable modification involves a structural change made to existing premises, the Housing Authority is only able to consider requests for reasonable modifications on properties that it owns or controls. Accordingly, the Housing Authority requires landlords to comply with disability laws.

## **F. Procedures**

1. A person with a disability may request a reasonable accommodation during the application process, residency in public housing, or participation in the Housing Choice Voucher Program of the Housing Authority.
2. The person with a disability may submit all requests in writing, orally, or by any other equally effective means of communication. If the person with a disability is unable to submit a request in writing, the Housing Authority will assist the individual to reduce the request to written form.
3. The *Request for Reasonable Accommodation* (Request Form) is available at each public housing development, at the Housing Authority's Main Administrative Office, and online at [www.housingforhouston.com](http://www.housingforhouston.com).
4. Reasonable accommodation requests that are completed by requester and a knowledgeable-third party may be submitted to the Legal Compliance Officer (LCO) in any of the following manners:
  - a. In person at the Housing Authority's main office at 2640 Fountain View Dr.
  - b. Via mail to:  
Legal Compliance Officer  
Houston Housing Authority  
2640 Fountain View Dr.  
Houston, TX 77057
  - c. Via e-email to [504ada@housingforhouston.com](mailto:504ada@housingforhouston.com); or
  - d. Via fax to (713) 260-0808.
5. The Housing Authority will endeavor to enter into an interactive process with the requester in order to discuss the disability-related need for the requested accommodation and possible alternative accommodations, if any. While it is always the requester's choice to enter into an interactive process with the Housing Authority, such a process is intended to help all concerned in the process by seeking to provide an effective accommodation that does not pose an undue financial and administrative burden for the Housing

Authority.

6. Decisions to approve or deny requests for reasonable accommodations shall be made on a case-by-case basis with the consideration of the disability and the needs of the person as well as the nature of the program or activity in which the person seeks to participate. Reasonable accommodation methods or actions that may be appropriate for a particular program and person may be found to be inappropriate for another program or individual.

#### **G. Administrative Closure**

1. If additional information or documentation is required, the Legal Compliance Officer will notify the requester in writing. If the LCO does not receive the requested information within twenty-one (21) calendar days from the date of the written request for information, the request for a reasonable accommodation will be administratively closed.
2. The administrative closure is not a denial. If the requester submits the requested information after twenty-one (21) calendar days, the request for a reasonable accommodation will be reopened as of the date that requested information is received.
3. Administrative closures may occur but are not limited to the following reasons:
  - a. Failure to supply required information.
  - b. Requesting a modification to a property the HHA does not control or own.
  - c. Requesting specific location of a unit on a property the HHA does not control or own.
  - d. If a request can be met through standard policies and/or regulations.
4. Since an administrative closure is not a denial of accommodation there will be no right to an informal hearing.

#### **H. Decision**

1. With receipt of all required supporting documentation, the LCO will issue a written determination on the request for a reasonable accommodation. Upon request, the written notification will be provided in an alternate format.
2. Notifications of approved reasonable accommodation requests will be forwarded to the appropriate staff to implement the accommodation. Notifications of denied reasonable accommodation requests will provide information on the procedures for appealing the determination.
3. If a request for reasonable accommodation is denied but an alternative accommodation is available, the Housing Authority will offer the requester the alternative accommodation and the date by which they must accept or decline.

4. If the requester makes a subsequent request for a different reasonable accommodation, such request will be processed as a new reasonable accommodation request.

#### **I. Verification of Need for a Reasonable Accommodation**

1. The Housing Authority may request documentation to verify that the person requesting an accommodation is a person with a disability and such person has a disability-related need for the requested reasonable accommodation. The Housing Authority shall not require unnecessary information regarding the person's disability such as the specific disability or the nature or extent of the disability.
2. Once approved for a reasonable accommodation, persons with a verified need a reasonable accommodation must submit a new Request for Reasonable Accommodation on a bi- annual basis in order for the accommodation to be re-verified. For example, if a request was approved on June 1, 2023, the client will need to submit a renewal of their accommodation by June 1, 2025.
3. Verification of a person's disability may be submitted by a knowledgeable third party.

#### **J. Guidelines for Denying Reasonable Accommodation Requests**

1. Requested accommodations will not be approved if the person's disability is not verified, the individual is not a person with a disability, or the requested accommodation is not necessary and reasonable based on the health care provider's responses.
2. Additionally, requested accommodations will not be approved if one of the following would occur as a result of the approval:
  - a. A violation of state and/or federal law;
  - b. A fundamental alteration in the nature of the public housing program;
  - c. An undue financial and administrative burden to the Housing Authority;
  - d. A structurally impracticable alteration; or
  - e. A housing unit alteration requires the removal or alteration of a load-bearing structural member.

#### **K. Public Housing Development Resident Transfers**

1. If the Legal Compliance Officer determines that a resident has a verified need for a modified unit, the Housing Authority may offer the resident the opportunity to transfer to an available unit with the required accessibility features.
2. If the resident rejects two (2) offers to transfer to an available unit with the necessary



accessibility features, the resident's name will be placed at the bottom of the waiting list for an accessible housing unit with the required number of bedrooms.

3. The Housing Authority is financially responsible for reasonable moving-related expenses incurred by the resident with the disability who needs to transfer to an accessible unit and the resident without a disability who needs to move out of the accessible unit. This obligation is part of the Housing Authority's duty to accommodate its residents with disabilities and provide accessible units with accessible features.

**L. Right to Appeal Denial of Request for a Reasonable Accommodation**

1. If the request for a reasonable accommodation is denied, the requester may file a written appeal of the determination by the Legal Compliance Officer.
2. The written appeal must be submitted to the Houston Housing Authority within fifteen (15) calendar days from the decision date in order to receive an informal hearing.
3. The Legal Compliance Officer shall attend all informal hearings and advise the requester and the Hearing Officer on the applicable laws, regulations, and policies that were used to render the denial of the request for a reasonable accommodation.
4. Applicants, residents, and participants may at any time exercise their right to appeal a Housing Authority decision through the local HUD office or the United States Department of Justice. The local HUD office's contact information is provided below:

U.S. Department of Housing and Urban Development  
1301 Fannin Street, Suite 2200  
Houston, Texas 77002  
Phone: (713) 718-3199 TTY: 711  
Fax: (713) 718-3225

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## **APPENDIX G: Violence Against Women Act (VAWA) Policy**

### **A. Purpose and Applicability**

1. The purpose of this policy is to implement the requirements of the Violence Against Women Act (VAWA) with respect to the responsibilities of the Houston Housing Authority (HHA) regarding domestic violence, dating violence, sexual assault and stalking. This policy shall be applicable to all of the federally-subsidized housing programs administered by the HHA and shall be part of the Housing Choice Voucher Administrative Plan and the Public Housing Admissions and Continued Occupancy Policy by reference. Protections under this policy are available to all victims regardless of sex, gender identity, or sexual orientation and will be applied consistent with all nondiscrimination and fair housing requirements.

### **B. Goals and Objectives**

1. The goals and objectives of the HHA's VAWA Policy are as follows:
  - a. Maintaining compliance with all applicable legal requirements imposed by VAWA;
  - b. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault and stalking;
  - c. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault and stalking;
  - d. Creating and maintaining collaborative arrangements between the HHA, law enforcement authorities, victim service providers and others to promote the safety and well-being of victims of actual or threatened domestic violence, dating violence, sexual assault and stalking; and
  - e. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault and stalking affecting individuals assisted by the HHA.

### **C. Definitions**

1. Affiliated individual, with respect to an individual, means:
  - a. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
  - b. Any other person living in the household of that individual.
2. Dating Violence is violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the length of the relationship, the type of the

relationship, and the frequency of interaction between the persons involved in the relationship.

3. Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child, by a person who is living with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
4. Perpetrator means a person who commits acts of domestic violence, dating violence, sexual assault, or stalking against a victim.
5. Sexual Assault is any type of sexual contact or behavior that occurs without the explicit consent of the recipient, including when the individual lacks capacity to consent.
6. Spouse or Intimate Partner includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
7. Stalking engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's individual safety or the safety of others, or suffer substantial emotional distress
8. VAWA Self Petitioner refers to noncitizens who claim to be victims of *battery or extreme cruelty*. Battery or extreme cruelty includes domestic violence, dating violence, sexual assault, and stalking. VAWA allows these noncitizens to self-petition for Lawful Permanent Resident ("LPR") status without the cooperation of or knowledge of their abusive relative

#### **D. Notifications Provided**

1. All applicants and tenants of all HHA Housing Programs will be provided HUD-5380, *Notification of Occupancy Rights Under the Violence Against Women Act (VAWA)* and HUD-5382, *Certification of Domestic Violence, Dating violence, Sexual Assault, or Stalking and Alternate Documents* at the following times:
  - a. At time of denial of assistance or admission;
  - b. At time of providing of assistance or admission;
  - c. At any eviction or termination; or
  - d. At recertification or lease renewal.

2. These forms will be provided in the applicable language, if necessary, in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency).

#### **E. Admissions and Screening**

1. Non-Denial of Assistance. The HHA will not deny assistance or admission to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, provided that such person is otherwise qualified for admission.
2. Mitigation of Disqualifying Information.
  - a. An applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, may request that the HHA take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling.
  - b. If requested by an applicant to take such mitigating information into account, the HHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information.
  - c. The HHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

#### **F. Termination of Tenancy or Assistance**

1. VAWA Protections.
  - a. A tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
    - i. The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant; and
    - ii. The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.
  - b. An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be considered as a serious or repeated violation of the lease by the victim or threatened victim or good cause for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such incident.
2. Limitations of VAWA Protections.
  - a. Nothing in the above section limits the authority of the HHA to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence,

sexual assault, or stalking, or the distribution or possession of property among members of a household.

- b. Nothing in the above section limits any available authority of the HHA to evict or terminate assistance to a tenant for any violation not based on an act of domestic violence, dating violence, sexual assault, or stalking. However, the HHA will not hold a tenant or an affiliated individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a higher standard.
- c. Nothing in the above section limits the authority of the HHA to evict or terminate from assistance any tenant or lawful applicant if:
  - i. The HHA can demonstrate an actual and imminent threat to other tenants and/or staff if the tenant is not evicted or terminated from the assistance; and
  - ii. No other actions that could be taken to reduce the threat have been successful, including transferring the victim to a different unit, barring the perpetrator from the property, involving law enforcement, or seeking other legal remedies to prevent the perpetrator from acting on a threat.

#### **G. Verification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

1. Requirement for Verification. Subject only to waiver as provided in paragraph D below, the HHA shall require verification in all cases where an individual requests protection against an action involving domestic violence, dating violence, sexual assault, or stalking. Verification may be accomplished in one of three ways:
  - a. Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking";
  - b. Other documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this policy; or
  - c. A police or court record provided to the HHA by federal, state, tribal, or local police or court record describing the incident or incidents in question.
2. Time Allowed. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by the HHA to provide verification, must provide such verification within 14 business days after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
3. If the HHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from

two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the HHA has the right to request that the tenant provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. Failure to provide third-party documentation where there is conflicting evidence will result in loss of protection under VAWA and this policy against a proposed adverse action.

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

#### **H. Non-Citizen Self-Petitioner Verification**

1. Financial assistance to ineligible noncitizens will not be denied while verifying immigration status.
2. Self-petitioners can indicate that they are in *satisfactory immigration status* when applying for assistance or continued assistance. *Satisfactory immigration status* means an immigration status which does not make the individual ineligible for financial assistance. After verifying such immigration status in the Department of Homeland Security (DHS) Systematic Alien Verification for Entitlements (SAVE) System, HHAs will make a final determination as to the self-petitioner's eligibility for assistance.
3. In order to qualify, the noncitizen victim must have been battered or subjected to extreme cruelty by their spouse or parent, who is a U.S. citizen or LPR (Lawfully Permanent Resident).
4. Once HHA receives a self-petition (INS Form I-360 or I-130) or INS Form 797, HHA will not request any additional information from the self-petitioner, other than what is required using the SAVE system to complete the verification.
5. When HHA receives a self-petition or INS Form 797 Notice of Action, the HHA will initiate verification in the SAVE System
6. Final determination from the SAVE System. HHA will receive one of the following confirmations:
  - a. The VAWA self-petition is verified, in which case the applicant is immediately eligible for housing and no evidence of battery or extreme cruelty shall be requested or collected;

- b.** The I-130 is verified, in which case the petitioner submitting a family-based visa petition must provide to the HHA any evidence of “battery or extreme cruelty.”
- 7. Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of LPR (Lawful Permanent Resident) status is made. If the final determination is to deny the VAWA self-petition or LPR petition, the HHA must alert the petitioner and take actions to terminate voucher assistance or evict the petitioner from public housing in accordance with the existing public housing requirements.

#### **I. Emergency Transfer Plan**

- 1. Eligibility for Transfer. In accordance with the Violence Against Women Act (“VAWA”) the HHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit, regardless of sex, gender identity, or sexual orientation. The ability of the HHA to honor such request for tenants currently receiving assistance may depend upon the following:
  - a.** A preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and
  - b.** Whether the HHA has another dwelling unit available that is safe to offer the tenant for temporary or permanent occupancy.
- 2. Requesting a transfer.
  - a.** To request an emergency transfer the tenant shall notify the HHA office and submit a written request for a transfer (HUD-5383). The tenant may submit the written request by any of the following methods: hand delivery to the HHA’s office at 2640 Fountain View Drive, via email to [VAWA@housingforhouston.com](mailto:VAWA@housingforhouston.com), via fax to (713) 260-0376, or via mail: 2640 Fountain View Drive, Attention: Legal Compliance Officer, Houston, TX 77057. The HHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant’s written request for an emergency transfer should include either:
    - i.** A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the HHA’s program; or
    - ii.** A statement that the tenant was a victim of sexual assault and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant’s request for an emergency transfer.

- b.** The HHA cannot guarantee that a transfer request will be approved or how long it will take to process the request. However, the HHA will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.
- 3. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit.
- 4. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The HHA may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.
- 5. In cases where the HHA determines that the family's decision to move out of the HHA housing was reasonable under the circumstances, the HHA may wholly or partially waive rent and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
- 6. Portability. A Housing Choice Voucher (HCV) participant will not be denied portability to a unit located in another jurisdiction so long as the participant has complied with all other requirements of the HCV Program and,
  - a.** has moved from the unit in order to protect the health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and,
  - b.** who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
- 7. If the HHA has no safe and available units for which a tenant who needs an emergency is eligible, the HHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move.
- 8. At the tenant's request, the HHA will assist tenants in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.
- 9. Safety and Security of Tenants.
  - a.** Confidentiality. The HHA will keep confidential any information that the tenant submits with a request for an emergency transfer, unless:
    - i.** the tenant gives the HHA written permission to release the information on a time limited basis or,



- ii. disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program.

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

- b. Throughout the request and transfer (if approved) process, the tenant is urged to take all reasonable precautions to be safe.
- c. Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter for assistance in creating a safety plan. For persons with hearing impairment, please dial 1-800-787-3224 (TTY).
- d. Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's Sexual Assault Hotline at 800-656-HOPE (4673), or visit the online hotline at <https://ohl.rainn.org/online/>.
- e. Tenants who are or have been victims of stalking that are seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

## **J. Other Remedies**

### **1. Lease Bifurcation**

- a. The HHA may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance or occupancy rights to such member who engages in criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking. In such a case, it does not matter that the perpetrator was a signatory to the lease and the victim is allowed to stay in the unit or on the program.
- b. In removing the perpetrator from the household, the HHA will follow all federal, state and local eviction procedures.
- c. If the evicted person was the eligible program participant in the household, the remaining tenants will be given 90 days from the date of bifurcation of the lease to:
  - i. Establish eligibility for the current program;
  - ii. Establish eligibility under another program; or
  - iii. Find alternative housing.

2. Efforts to promote housing stability

- a. The HHA will make every effort that is feasible and permissible for victims to remain in their units or other units of the HHA and/or retain assistance. The HHA will bear the cost of any transfer, where permissible.

3. Relationships with service providers

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

**K. Local Domestic Violence Services and Resources In Houston**

- 1. Below is a non-exhaustive list of local domestic violence-related services and resources in the Houston/Harris County, Texas area. This section may be amended and revised periodically, as needed, without the need for approval from the HHA Board of Commissioners so that changes or updates to contact information may be promptly made whenever discovered.

**a. Houston Area Women's Center**

Domestic	Violence	Hotline:	713-528-2121
Toll	Free	Line:	800-256-0551
Rape	Crisis	Hotline:	713-528-7273
Toll	Free	Line:	1-800-256-0661
Office:			713-528-6798
TTY: 713-528-3625			

**b. Non-Residential Programs for Victims of Abuse**

Legal Assistance – HPD/Family Violence Unit

P: 713-308-1100

Provides services for all domestic violence incidents that take place within the city limits. Will file charges and take statements in cases of domestic violence and provides short-term crisis counseling and referral. Women should be prepared to spend a minimum of 2-3 hours at unit. Witnesses can make statements in person or they can write a statement and have it notarized for the survivor to take with them.

**c. Harris County Constable's Office**

P: 281-376-3472

Provides services for all domestic violence incidents that take place within the Constable's jurisdiction. Victim's assistance office will investigate all complaints of domestic violence and assist survivors with filing charges.

**d. Harris County Sheriff's Family Violence Unit**

P: 713-967-5743

Provides services for all domestic violence incidents that take place within the Sheriff's jurisdiction. Victim's assistance office will investigate all complaints of domestic violence and assist survivors with filing charges.

**e. Aid to Victims of Domestic Abuse**

P: 713-224-9911

**f. Harris County DA's Office – Family Criminal Law Division**

P: 713-755-5888

Prosecutes all forms of domestic violence and Title 6 Family Crimes (i.e., bigamy, criminal nonsupport, interference with child custody, etc.), files applications for Protective Orders, and provides crisis intervention counseling for victims of domestic violence.

**g. YMCA International Services**

P: 713-339-9015

Assists battered immigrant women who are interested in applying for residency. Provides services for victims of human trafficking.