

AUBURN HOUSING AUTHORITY

SECTION 8

HOUSING CHOICE VOUCHER

ADMINISTRATIVE PLAN

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SECTION 8 HOUSING CHOICE VOUCHERADMINISTRATIVE PLAN

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SECTION 8 ADMINISTRATIVE PLAN

1.0 INTRODUCTION

1.1 MISSION STATEMENT

The mission of Auburn Housing Authority (AHA) is to promote adequate, affordable housing, economic opportunity and a suitable living environment free from discrimination. The Auburn Housing Authority will create and maintain partnerships with its clients and appropriate community agencies in order to accomplish this mission.

1.2 PURPOSE OF THE POLICY

The purpose of this plan is to establish guidelines for the AHA staff to follow in determining eligibility for the HCV programs. The basic guidelines for this plan are governed by requirements of The Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The Policies and Procedures governing admissions and continued occupancy are outlined in this plan and these requirements are binding upon applicants, participants, landlords and this HA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this plan.

Federal Regulations shall mean those found in Section 24 CFR (Code of Federal Regulations)

1.3 OBJECTIVES

The objectives of this plan are to:

- A. Promote the overall goal of decent, safe and sanitary housing by using the HCV program to house eligible families in private rental housing; therefore, increasing the housing stock for very low-income families.
- B. Improve the City's housing stock by requiring participating landlords to meet Housing Quality Standards for their rental property.
- C. Facilitate the efficient management of the AHA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the HCV program and staff.
- D. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that occupancy in assisted housing is administered without regard to race, color, religion, sex, handicap, familial status, and national origin.
- E. The Housing and Community Development Act of 1974 reflects Congress's intent that, where possible, the nation's existing housing stock should be preserved. The

HCV Program will allow the AHA to utilize existing housing stock and allow a family who qualifies for HCV Assistance and lives in substandard housing to remain, if the owner brings the house up to HQS standards and the HCV participant decides to remain in that unit.

1.4 PRIMARY RESPONSIBILITIES AUBURN HOUSING AUTHORITY

- A. Informing eligible families of the availability of HCV assistance;
- B. Encouraging owners to make their units available for lease by HCV participants;
- C. Determining the maximum amount of housing assistance payments that can be used for family-paid utilities; and posting the utility allowances annually;
- D. Establish and adjust Auburn Housing Authority utility allowance;
- E. Receiving applications from families and determining their eligibility for assistance;
- F. Inspecting HCV units to determine that they meet or exceed HCV, Housing Quality Standards;
- G. Approving leases;
- H. Making Housing Assistance Payments to owners;
- I. Perform annual and periodic re-examinations of income, family composition and redetermination of rent;
- J. Affirmatively further fair housing goals and comply with equal opportunity requirements;
- K. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Auburn Housing Authority, if the owner defaults (e.g., HQS violation); and
- L. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.

1.5 OWNER RESPONSIBILITIES

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 - 1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
 - 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 - 3. Complying with equal opportunity requirements.
 - 4. Preparing and furnishing to the Auburn Housing Authority information

required under the HAP Contract.

5. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - c. Any charges for unit damage by the family.
6. Enforcing tenant obligations under the lease.
7. Paying for utilities and services (unless paid by the family under the lease).
- C. Providing modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- D. Notifying the Auburn Housing Authority sixty (60) days prior to any rent increase.

1.6 OBLIGATIONS OF THE FAMILY

- A. Supplying required information:
 1. The family must supply any information that the Auburn Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
 2. The family must supply any information requested by the Auburn Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
 3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
 4. Any information supplied by the family must be true and complete.
- B. HQS breach caused by the Family
The family is responsible for any HQS breach caused by the family or its guests.
- C. Allowing Auburn Housing Authority inspection
The family must allow the Auburn Housing Authority to inspect the unit at reasonable times and after at least 2 days notice.
- D. Violation of Lease
The family may not commit any serious or repeated violation of the lease.
- E. Family Notice of Move or Lease Termination
The family must notify the Auburn Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.
- F. Owner Eviction Notice

The family must promptly give the Auburn Housing Authority a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
2. The Auburn Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Auburn Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Auburn Housing Authority to add any other family member as an occupant of the unit. No other person(s) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must promptly notify the Auburn Housing Authority if any family member no longer resides in the unit.
4. If the Auburn Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Auburn Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Auburn Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

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

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

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization

- 2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
- 3. Other absences that are deemed necessary by the Auburn Housing Authority
- I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).
- J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
- K. Crime by Family Members

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

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

2.0 EQUAL OPPORTUNITY

2.1 FAIR HOUSING

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

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

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

The Auburn Housing Authority will assist any family that believes they have suffered

illegal discrimination by providing them with copies of the housing discrimination form. The Auburn Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

2.1.1 STATEMENT OF THE COMMITMENT TO THE GOAL OF AFFIRMATIVELY FURTHERING FAIR HOUSING

Equal housing opportunity for all persons, regardless of race, color, national origin, religion, age, sex, familial status, marital status, or disability, is a fundamental policy of the Auburn Housing Authority (AHA). AHA is committed to ensuring that the Section 8 Housing Choice Voucher Program complies fully with all state and federal fair housing laws. AHA will comply with the requirements of 24 C.F.R. §903.7 (o), *Civil rights certification*, to affirmatively further fair housing by examining the program in order to identify any impediments to fair housing choice. Any impediments identified will be addressed in a reasonable manner in view of the resources available.

Moreover, AHA will implement the following proactive steps in addressing accessibility problems for persons with disabilities at an individual's request:

- (1) The program will assist applicants and participants gain access to supportive services available within the community (*but will not require eligible applicants or participants to accept such supportive services as a condition of continued participation in the program*);
- (2) In accordance with rent reasonableness requirements, the program will approve higher rents to property owners that provide accessible units with structural modifications for persons with disabilities; and
- (3) The program will provide referrals of local Fair Housing and Equal Opportunity Offices to owners who wish to make reasonable accommodations or units accessible to person with disabilities.

In addition, AHA administers all housing programs in a manner to affirmatively further fair housing by:

- Designing or improving the AHA offices so that they are accessible to persons with disabilities.
- Providing translators to assist clients who are not proficient in English understand the program requirements and related documents.
- Providing all program applicants with fair housing information at their initial briefing including guidance on how to find a safe and affordable unit, and information about leasing provisions that are prohibited under the law.
- Collaborating with the local Continuum of Care. Through this collaboration, the members of our staff become more aware of support services in the communities

that may be accessed by disabled or non-disabled program applicants and participants. Such support services could include providing housing search assistance, and/or identifying funding sources to assist persons with disabilities to cover the cost of accessibility features that are needed.

- Following the Auburn Housing Authority Affirmatively Furthering Fair Housing Plan and updating it as necessary.

(See Appendix III – Auburn Housing Authority Affirmatively Furthering Fair Housing Plan)

2.2 REASONABLE ACCOMMODATION

Auburn Housing Authority (AHA) is committed to the letter and spirit of the Fair Housing Act, which, among other things, prohibits discrimination against persons with disabilities. In accordance with our statutory responsibilities and management policies, we will make reasonable accommodations in our rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy assisted housing. If an applicant, resident or Section 8 Voucher holder is requesting such an accommodation, he/she will be required to complete a reasonable accommodation request form and a medical professional third party verifier may be required to support the request for the reasonable accommodation by complete a reasonable accommodation verification form. (See Appendix IV – Resident's Reasonable Accommodation Form)

It is the policy of the Auburn Housing Authority to provide reasonable accommodations for qualified residents, applicants, and Section 8 voucher holders with disabilities and where such accommodation is needed to provide equal opportunity to participate in AHA's housing programs. A reasonable accommodation is an exception made to the usual rule or policies made necessary because of a disability for the resident to use and enjoy apartments.

2.2.1 CRITERIA FOR GRANTING AN ACCOMMODATION

Auburn Housing Authority (AHA) considers reasonable accommodation requests based on but not limited to the criteria listed below. AHA considers each request for reasonable accommodation as a separate request. The decision will be made on a case by case basis with the understanding that each person's needs and circumstances are unique.

- A. Does the requestor have a disability? For this purpose the definition of disability is different than the definition used for admission. The Fair Housing Act defines disability as a physical or mental impairment that **substantially** limits one or more major life activities. The Supreme Court has determined that to meet this definition a person must have an impairment that prevents or severely restricts the person from doing activities that are of central importance in most peoples'

daily lives. (The Auburn Housing Authority will not inquire as to the nature of the disability.)

- B. Is the requested accommodation necessary for the requestor to be able to live or continue to live in his/her apartment? Specifically, will he/she be forced to relocate if the request is denied?
- C. How will the accommodation enable the requestor to use his/her apartment and why would the resident no longer be able to reside in the apartment in the absence of the accommodation?

If more than one accommodation is equally effective in providing access to the Auburn Housing Authority's housing programs, AHA retains the right to select the most efficient or economic choice.

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

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

2.3 *SERVICES FOR LIMITED ENGLISH PROFICIENT (LEP) APPLICANTS AND PARTICIPANTS*

Auburn Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist Limited English Proficient (LEP) speaking families. AHA has a Limited English Proficiency (LEP) plan in place to ensure that language barriers do not hinder access to all Auburn Housing Authority housing programs and services. (See Appendix V – Auburn Housing Authority Limited English Proficiency (LEP) Plan)

2.4 *FAMILY/OWNER OUTREACH*

The Auburn Housing Authority will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means. The notice shall inform such families where they may apply for Section 8 rental assistance. AHA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age or source of income, are less likely to apply for Section 8 rental assistance. AHA may hold meetings concerning the Section 8 program with local community agencies.

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

The AHA will encourage participation by owners of suitable units located outside areas of low income or minority concentration by distributing and communicating information concerning property owners leasing units under the HCV programs through the local media (newspaper, website, radio, television, etc.).

The Auburn Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. Owners and managers participating in the Section 8 Program may participate in making this presentation. The briefing will:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Auburn Housing Authority staff.

2.5 RIGHT TO PRIVACY

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

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

2.6 REQUIRED POSTINGS

The Auburn Housing Authority will post, in its office in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all Auburn Housing Authority office, telephone numbers, and hours of operation
- D. Income Limits for Admission
- E. Grievance Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to the Section 8 Program: (1) qualifies as a family, (2) has an income within the income limits established by HUD, (3) meets citizenship/eligible immigrant criteria, (4) provides documentation of Social Security Numbers, and (5) signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Auburn Housing Authority screening criteria in order to be admitted to the Section 8 Program.

3.2 ELIGIBILITY CRITERIA

A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
2. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
 - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
4. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or

- c. One or more persons with disabilities living with one or more live-in aides.
 - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
 - 5. A **displaced family** is a family in which each member, or who's sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
 - 6. A **remaining member of a tenant family**.
 - 7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
- B. Income eligibility
- 1. To be eligible to receive assistance a family shall be:
 - a. An extremely low-income or a very low-income family;
 - b. A low-income family continuously assisted under the 1937 Housing Act;
 - c. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing;
 - 2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
 - 3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within AHA's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
 - 4. Families who are moving into the Auburn Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they were initially assisted under the program.
 - 5. Families who are moving into the Auburn Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Auburn Housing Authority program.
 - 6. Income limit restrictions do not apply to families transferring units within the Auburn Housing Authority Section 8 Program.
- C. Citizenship/Eligibility status
- To be eligible each member of the family must be a citizen, national, or a non-

citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

1. Family eligibility for assistance

- a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
- b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 11.4(F) for calculating rents under the non-citizen rule).
- c. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members must provide a Social Security Number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent forms must contain, at a minimum, the following:
 - a. A provision authorizing HUD and the Auburn Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) or the Enterprise Income Verification System (EIV), any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or the Auburn Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
 - c. A provision authorizing HUD or the Auburn Housing Authority to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - d. A provision authorizing HUD or Auburn Housing Authority to verify with financial institutions information regarding income or assets pertinent to the family's eligibility and level of assistance;
 - e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Suitability for tenancy

The Auburn Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Auburn Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, the Auburn Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

The Auburn Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Additional screening is the responsibility of the owner.

G. Student Eligibility Requirements

1. No assistance shall be provided under Section 8 of the 1937 Act to any individual who:
 - a. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
 - b. Is under 24 years of age;
 - c. Is not a veteran of the United States military;
 - d. Is unmarried;
 - e. Does not have a dependent child; and
 - f. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.
2. For a student under the age of 24 who is not a veteran, is unmarried, does not have a dependent child, and who is seeking section 8 assistance, there is a two-part income eligibility test. Both parts of this test must be affirmatively met. That is, both the student and the student's parents (the parents individually or jointly) must be income eligible for the student to receive section 8 assistance. If it is determined that the parents are not income eligible, the student is ineligible to receive Section 8 assistance.
3. A student under the age of 24 who meets the other criteria may be income eligible for assistance in circumstances where an examination of the income of the student's parents may not be relevant or where the student can demonstrate the absence of parents, or independence from parents. These practices and criteria include but are not limited to consideration of all of the following:

- a. The individual must be of legal contract age under state law.
 - b. The individual must have established a household separate from parent or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student. (See definition for "independent student" in Appendix A of this notice.)
 - c. The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
 - d. The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support.
- 4 Any financial assistance, in excess of amounts received for tuition under the Higher Education Act of 1965, from private sources, or from an institution of higher education shall be considered income. This only applies to the eligibility of students applying for or receiving Section 8 assistance
- H. Domestic Violence, Dating Violence, Stalking
- No applicant for the HCV program who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

3.3 SINGLE PERSON

In addition, under Section 24 CFR 5.405, the Auburn Housing Authority is permitted to determine as eligible, single persons living alone or intending to live alone who do not meet any of the definitions of a family (Ref CFR 5.403). Single persons are only eligible for a one bedroom voucher.

3.4 ADDING A PERSON TO THE PROGRAM

Once an applicant becomes a participant in Auburn Housing Authority's tenant-based program, the head of household must request permission to add another person to the program (except for birth, adoption or court-awarded custody of a child). The person being added must meet all eligibility requirements before AHA will approve any addition to the tenant-based program.

4.0 MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. AHA will also contact non-profit organizations to

inform them of the opportunity to complete a housing application for any program. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation.

4.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours (**Monday-Friday, 8:00 AM – 4:00 PM, except Holidays**) at the main office:

**Auburn Housing Authority
20 Thornton Avenue
Auburn, NY 13021**

Applications may be completed in person, downloaded or requested from AHA's website: **www.auburnha.org** and will also be mailed upon request.

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

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

The completed application will be date and time stamped upon its return to the Auburn Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call Auburn Housing Authority to make special arrangements to complete their application. A Telecommunications Device for the Deaf (TDD) telephone number is available. The TDD telephone number is (315) 255-2752.

Upon receipt of the family's application, the Auburn Housing Authority will make a preliminary determination of eligibility. The Auburn Housing Authority will notify the family of eligibility.

If Auburn Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of this determination. The family will have fourteen (14) business days from the date stated on the

ineligible letter to request an informal review. The applicant may bring any person he/she wishes to represent him/her at the review. The request for the review must be submitted in writing.

An applicant must report in writing changes in his/her applicant status including changes in address, family composition, income, or preference factors. Auburn Housing Authority will annotate the applicant's file and will update their place on the waiting list annually.

The final determination of eligibility takes place when the family nears the top of the waiting list. Auburn Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Housing Choice Voucher program. Depending on the length of the waiting list, several eligibility updates may be required before an applicant is housed.

4.3 ORGANIZATION OF THE WAITING LIST

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of local and family preference, date and time.
- C. Any contact between the Auburn Housing Authority and the applicant will be documented in the applicant file.

Note: The waiting list will not be maintained by bedroom size.

4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family nears the top of the waiting list and a Housing Choice Voucher is available, the family will be invited to a briefing and the verification process will begin. The family's waiting list preference will be verified. If the family no longer qualifies to be at the top of the list, the family's name will be returned to the appropriate spot on the waiting list. Auburn Housing Authority will notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified the family will be briefed about the program and asked to complete an Income and Family Composition Report, present Social Security Number verification, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms for income and assets and other AHA documents.

If AHA does not have sufficient funds to subsidize the unit size of the family at the top of the waiting list, AHA **MAY NOT** skip the top family to admit an applicant with a smaller unit size. Instead, the family at the top of the waiting list will be admitted when sufficient funds are available.

However, the provisions of the Deconcentration Rule, contained within this policy, shall supersede the selection of applicants based on date and time and local and family preference points, if applicable, and allow AHA to skip families on the waiting list to accomplish this goal.

4.5 *APPLICANT MISSED APPOINTMENTS*

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

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

If an applicant claims they did not receive a letter mailed by AHA, that requested the applicant to provide information or attend an interview, a determination will be made as to whether or not the letter was returned to AHA. If the letter was not returned, the applicant will be assumed to have received the letter.

If the letter was returned to AHA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify AHA, in writing, if their address changes during the application process.

4.6 *PURGING THE WAITING LIST*

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

4.7 *REMOVAL OF APPLICANTS FROM THE WAITING LIST*

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

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;
or

- C. The applicant does not meet either the eligibility or screening criteria for the program.

If AHA removes an applicant from the waiting list for any of the above reasons, the applicant will be notified in writing. In removing an applicant from the waiting list, AHA will not violate the rights of a disabled person(s). If an applicant's failure to respond was due to their disability, AHA will provide reasonable accommodations and give the applicant an opportunity to respond.

4.8 GROUND'S FOR DENIAL

The Auburn Housing Authority may deny assistance to applicants who:

- A. Currently owe rent, other amounts or judgments to any housing authority in connection with any public housing program, Section 8 HCV Programs or any other assisted housing programs. At AHA's discretion, the applicant may be declared eligible upon payment of the debt, with the date and time of application being the time of payment.
Applicants that owe a housing authority or any other assisted program funds will not be processed for receiving assistance. The applicant must pay the funds owed prior to the application being processed. Payment of balances owed does not necessarily qualify an applicant for housing assistance. Such payments will be considered along with other factors in the application process. Any money owed to a housing authority that has been discharged by bankruptcy shall not be considered in making this determination;
- B. Do not meet any one or more of the eligibility criteria;
- C. Do not supply information or documentation required by the application process;
- D. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- E. Fail to complete any aspect of the application or lease-up process;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property;
- G. Have committed fraud, bribery, or any other corruption in connection with any public housing program, Section 8 HCV Program or any other Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- H. Have been or have a family member who has been evicted from public housing;
- I. Have vacated a Public Housing or Section 8 unit in violation of program requirements;
- J. Have been or have a family member who has been evicted from assisted

housing because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

- K. Is or has family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Auburn Housing Authority may waive this requirement if:
 - 1. The person demonstrates to the Auburn Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3. The person has otherwise been rehabilitated successfully; or
 - 4. The person is participating in a supervised drug or alcohol rehabilitation program.
- L. Have engaged in or threatened abusive or violent behavior towards any Auburn Housing Authority staff member or resident;
- M. Have or has a family household member who has been terminated under the HCV Program;
- N. Have or has a family member who has been convicted of manufacturing or producing methamphetamine;
- O. Have or has a family member with a lifetime registration under a State sex offender registration program.

4.8.1 DENIAL DUE TO LACK OF FUNDING AVAILABILITY

During periods when funding availability is limited (projected expenses exceed anticipated funding) or voucher shortage (vouchers issued exceed the established voucher availability by the Annual Contributions Contract), after HUD notification, AHA reserves the right to rescind vouchers issued. In such situations, AHA will decide which households will have their vouchers rescinded based on factors including but not limited to:

- Risk of immediate homelessness,
- Household income as it relates to the Area Median Income,
- Value of assets for all household members,
- Level of HAP expense,
- Availability of alternate housing subsidy.

Similar guidelines will apply to Tenant Protection Voucher holders after the one-year anniversary of the enhanced development conversion. Participants in special purpose voucher programs such as HUD VASH will be the last group to be rescinded. Should the

need arise to rescind subsidy for the population; the guidelines above will be applied. Households who were rescinded will have the opportunity for re-issue if funding becomes available. Those rescinded last will have the first opportunity for reissuance. Those who have secured alternate housing subsidy may not have voucher re-issued.

4.9 NOTIFICATION OF DENIAL

If an applicant is denied admission, Auburn Housing Authority will notify the applicant in writing of its determination and inform the applicant that they have an opportunity for an informal review on such determination. The notice will contain a brief statement of the reason(s) for the decision, describe how to obtain an informal review and state that the applicant must request the informal review in writing within fourteen (14) business days from the date of the written correspondence.

4.10 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review Process:

The Auburn Housing Authority must give an applicant an opportunity for an informal review of the decision denying assistance to the applicant. The informal review may be conducted by any person designated by Auburn Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to Auburn Housing Authority's decision. Auburn Housing Authority must notify the applicant of the final decision within fourteen (14) calendar days after the informal review, including a brief statement of the reasons for the final decision.

B. When an Informal Review is not Required:

The Auburn Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Auburn Housing Authority subsidy standards.
2. A determination not to approve an extension or suspension of a voucher term.
3. A determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A determination that a unit selected by the applicants not in compliance with HQS.
5. A determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the Auburn Housing Authority.

C. Considering Circumstances:

In deciding whether to deny assistance because of action or inaction by members of the family, AHA may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial of assistance on other family members who were not involved in the action or failure.

D. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status:

The applicant family may request that the Auburn Housing Authority provide for an informal review after the family has notification of the United States Citizenship and Immigration Services (USCIS) decision on appeal, or in lieu of request of appeal to the USCIS. The applicant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the USCIS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the USCIS appeal decision to request the review.

4.11 TIME FRAMES FOR DENIAL

As a general rule applicants may be denied admission to the Section 8 HCV Program for the following time frames, which shall begin on the date of the application, unless otherwise provided for herein below:

A. Denied admission for ***two years (2)*** for the following:

1. Falsification of application, (misrepresentation of information on the application)
2. Violation of family obligations under the voucher program, (family action or failure to act)
3. Illegal use or possession for personal use, of a controlled substance, or abuse of alcohol
4. Demonstration of abusive or violent behavior toward AHA staff or residents that indicates that the applicant may be a threat
5. Eviction for non-payment of rent
6. Extensive damages to an assisted unit (damages that exceed a normal security deposit totaling one month's rent). In addition to denial of readmission for two years, all monies must be repaid to the owner for damages caused to the property. Verification of monies paid in full, must be presented to S8, prior to approval of a new voucher

B. Denied admission for ***three years (3)*** for the following:

1. Persons evicted from Public Housing, Indian Housing, or terminated from Section 8 HCV programs because of drug related or criminal activity (beginning on the date of such eviction or termination)
AHA can waive this requirement if the person demonstrates to AHA's satisfaction successful completion of a rehabilitation program approved by AHA or circumstances leading to the eviction no longer exist
2. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property (beginning on the date of the last reported act, completion of sentence and/or parole/probation period; whichever is later)
- C. Denied admission for **seven years (7)** for fraud (may include but is not limited to, allowing unauthorized person(s) to reside in the unit and under or failing to report income), bribery, or any other corruption in connection with any public housing program, Section 8 HCV Program or any other assisted housing program
- D. Denied admission for **ten years (10)** for a conviction of Drug trafficking or possession with intent to sell
- E. Denied admission **for life** for the following:
 1. Any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program
 2. Any household that includes any individual who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed")

These time frames (with the exception of B 1, and E 1 and 2 which are HUD mandated), are only guidelines and AHA may deny admission to any individual whose behavior may adversely affect the health, safety, welfare, or right to peaceful enjoyment of the residences by persons residing in the immediate vicinity of the premises or may admit persons who exhibit evidence of rehabilitation.

4.12 REINSTATEMENT OF DENIED APPLICATION

An applicant file may be reinstated for good cause (example, AHA error) or as a result of a hearing. Reinstatement must be approved by the Executive Director or his representative. Reinstatements are made effective on the date of such action unless a Housing Authority error has occurred.

4.13 CRIMINAL RECORDS MANAGEMENT

AHA is authorized to obtain criminal records from federal, state and/or local law enforcement agencies to screen applicants for admission to the Section 8 HCV program. This authority assists AHA in complying with HUD requirements and AHA policies to

deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain criminal records AHA must require every applicant and each adult (eighteen (18) years of age or older) household member to sign an “Authorization for Release” form. AHA will access National Crime Information Center (NCIC) records when situations warrant. The applicant may not be charged for any expenses related to obtaining criminal records.

Before AHA takes any adverse action based on criminal records, AHA must provide the applicant with a copy of the criminal record and an opportunity to dispute the accuracy or relevancy of the record.

Confidentiality of Criminal Records

1. AHA will ensure that any criminal record received is maintained confidentially, is not misused or improperly disseminated and destroyed once the purpose for which it was requested is accomplished.
2. All criminal reports, while needed, will be housed in a locked file with access limited to individuals responsible for screening and determining eligibility for initial and continued assistance, to upper level Section 8 HCV Management, Legal Department Staff, Audit Staff and Board of Commissioners.
3. If the applicant is determined eligible for assistance, the criminal report shall be shredded as soon as the information is no longer needed for determination of eligibility.
4. If the applicant’s assistance is denied, the criminal record information shall be shredded immediately upon completion of the review procedures and upon a final determination in the case.
5. If the applicant is denied assistance for a specified period of time, the criminal record shall be stored in a locked file as described above and shredded upon the expiration of the time period for denial of assistance.
6. AHA will document in the family’s file the circumstances under which the criminal report was obtained, the type of report obtained, the date the report was obtained and the date the report was destroyed.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Auburn Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics, such as Mainstream Vouchers (see Appendix VIII) or families living in specific units, the

Auburn Housing Authority will set specific policy and use the assistance for those families.

5.2 ***PREFERENCES FOR ADMISSION***

Offers for regular Section 8 HCV tenant-based housing assistance will be taken from the waiting list as follows based on the local preference order and having the oldest date and time of application:

A. Local Preferences

Auburn Housing Authority will select families based on the following local preferences:

1. Applicant *families* of the **City of Auburn** (families to include, a “family” – having 2 or more individuals related by blood, marriage, or by operation of law, with or without children; who live regularly together as a single household in the dwelling unit, an elderly family or individual, and a disabled family or individual; a family must contain a competent adult of at least 19 years of age or 18 years of age and married (not common law) to enter into a contract and capable of functioning as the head of the household.)
2. Applicant *singles* of the **City of Auburn** (singles are considered those not elderly, disabled or being of a familial status)
3. Applicants *families of other communities*
4. Applicant *singles of other communities*

5.3 ***SELECTION FROM THE WAITING LIST***

Based on the above preferences, all families in preference 1 will be offered housing before any families in preference 2, and preference 2 families will be offered housing before any families in preference 3, and so forth.

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

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

If there are not enough extremely low-income families on the waiting list, we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

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

An applicant on AHA's Section 8 HCV waiting list may refuse the initial offer of a housing voucher and request to change the date and time of application to the date and time of the refusal (the preference will remain the same). An offer may only be refused one time. If an applicant refuses an offer a second time, their name will be removed from the waiting list.

6.0 ORIENTATION OF FAMILIES AND ISSUANCE OF VOUCHERS

6.1 BRIEFING

When the Auburn Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. This can be done either in group or individual sessions depending on the circumstances. In order to receive a voucher, the head of household is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend a second scheduled briefing without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, AHA will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or an undue financial or administrative burden. In determining the most suitable auxiliary aid, AHA will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit;
- D. Types of eligible housing;
- E. An explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment

standard.

6.2 *PACKET*

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

- A. The term of the voucher (60 days) and AHA's policy on extensions (not to exceed a total of 60 days) and suspensions ("stopping the clock" because a request for lease approval was submitted) of the term. The packet will include information on how to request an extension;
- B. How AHA determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard and the utility allowance schedule;
- D. How AHA determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside AHA's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease;
- G. The request for approval of the tenancy form and an explanation of how to request AHA approval of a unit;
- H. A statement of AHA's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing AHA to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, AHA will also supply any factual information or third-party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;
- I. AHA's subsidy standards, including when AHA will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;"
- M. A list of landlords or other parties known to the Auburn Housing Authority who may be willing to lease a unit to the family or help the family find a unit;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Auburn Housing Authority that may be available;
- O. The family's obligations under the program;

- P. The grounds upon which the AHA may terminate assistance because of the family's action or inaction;
- Q. The Auburn Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program;
- R. What the family should consider when deciding to lease a unit;
- S. Housing Quality Standards (HQS) brochure, and
- T. EIV and fraud information.

6.3 *ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY*

Once all family information has been verified, eligibility has been determined, affordability calculated, and the head of household has attended the briefing, the AHA will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family must submit a Request for Tenancy Approval form and AHA will review the request and make an initial determination of approval of tenancy. AHA will also at this time request a copy of the lease for approval.

During the initial stage of qualifying the unit, the AHA will provide the prospective owner with information regarding the program. Information will include housing authority and owner responsibilities and other essential program elements. If requested, AHA will provide the owner with the family's current and prior address as shown in AHA's records along with the name and address (if known) of the landlords for those addresses. Additional screening is the responsibility of the owner. An owner may consider a family's background with respect to such factors:

- A. Payment of rent and utility bills;
- B. Caring for a unit and premises;
- C. Respecting the rights of others to the peaceful enjoyment of their housing;
and
- D. Drug-related activity or other criminal activity that is a threat to life, safety or property of others and compliance with other essential condition of tenancy.

AHA may also assist the family in negotiating changes that may be required for the tenancy to be approved.

If AHA determines that the unit meets approval requirements, AHA will notify the owner and the family of its determination and will schedule an appointment to inspect the unit. The inspection will be scheduled within 15 days of the request. AHA will promptly notify the owner and the family whether the unit and tenancy are approvable.

Important: AHA will advise participants not to sign a lease or pay a security deposit before the unit has been approved. If AHA is unable to approve the unit, the family may be held liable for a signed lease and may lose their security deposit. AHA will not be held financially responsible if the unit is not approved.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

AHA may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must make a request in writing prior to the expiration date. An explanation and/or statement of the efforts the family has made to find a unit must accompany the request. If the family documents their efforts and additional time can reasonably be expected to result in success, AHA will grant a 30-day extension and if necessary, a 60-day extension.

If the family includes a person with disabilities and the family requires an extension due to the disability, AHA will grant an extension allowing the family the full 120 days search time. If AHA determines that additional search time would be a reasonable accommodation, AHA may request HUD to approve an additional extension.

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

6.5 SUBSIDY STANDARDS

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

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, the Auburn Housing Authority may include the presence of children to be born to a pregnant woman (with no other persons), children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex **will** share a bedroom.
- B. Children of the opposite sex, both under the age of **six (6)** may share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster adults and children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

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

The family unit size will be determined by the Auburn Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller sized unit will be used to calculate the subsidy. If the family selects a larger sized unit, the payment standard for the family unit size will determine the maximum subsidy.

6.6 APPROVAL TO LEASE A UNIT

The Auburn Housing Authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by AHA and passes HQS;
- C. The lease is approvable and includes the following:
 - 1. The names of the owner and the tenant;
 - 2. The address of the unit rented;
 - 3. The term of the lease (initial term must be twelve (12) months and may include provisions for renewal);
 - 4. The amount of the monthly rent to owner;
 - 5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
 - 6. The required HUD tenancy addendum.
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or AHA; and
- G. The family continues to meet all eligibility and screening criteria.

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

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

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

AHA will prepare the Housing Assistance Payment (HAP) contract, along with all other necessary forms and certifications required to be completed by the owner when the unit is approved for tenancy. Upon receipt of the executed lease, AHA will execute the HAP contract. AHA will not pay any housing assistance to the owner until the HAP contract is

executed.

6.7 AUBURN HOUSING AUTHORITY DISAPPROVAL OF OWNER

Auburn Housing Authority must not approve a unit if AHA has been informed (by HUD or otherwise) that the owner is debarred, suspended or subject to a limited denial of participation. AHA will also deny participation by an owner at the direction of HUD because:

- A. 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 the action is pending; or
- B. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

AHA will also deny the owner's participation for any of the following reasons:

- C. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- D. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- E. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- F. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- G. The owner has a history or practice of renting units that fail to meet State or local codes;
- H. The owner has not paid State or local real estate taxes, fines, or assessments;
- I. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher unless the Auburn Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
Or
- J. Other conflicts of interest exists under Federal, State, or local law.

6.8 INELIGIBLE/ELIGIBLE HOUSING

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

- A. A federal public housing or Indian housing unit;

- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit receiving any duplicative Federal housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

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

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

The Auburn Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Duplexes
- C. Apartments (older multiple, garden, row/town house)
- D. Manufactured housing

6.9 SECURITY DEPOSIT

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

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

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

If the security deposit is not sufficient to cover amounts the tenant owes under the lease,

the owner may seek to collect the balance from the tenant. Under no circumstances will AHA be held liable for tenant damages to the unit or past due balances owed to the owner by the tenant.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit before the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if AHA has terminated the HAP contract. The Auburn Housing Authority will issue the family a new voucher if the family does not owe the Auburn Housing Authority or any other Housing Authority money, has not violated a Family Obligations, has not moved or been issued a voucher within the last 12 months, and if the Auburn Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement may be waived.

7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Voucher Program, the Auburn Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated and the participant and/or owner does not wish to renew the lease;
- B. The participant has given a proper notice of lease termination after the initial year;
- C. The owner fails or refuses to comply with HQS requirements; or
- D. The owner and family decide to mutually end the lease agreement

7.2 FAMILY BREAK-UP

AHA will determine which family members will continue to receive assistance after a family break-up. The head of household, spouse or any adult member of the household must notify AHA that there has been a family break-up and continued assistance is being requested. The assisted family member making the request must submit the request in writing within ten (10) days and request determination. AHA will consider the following factors in making this determination:

- A. Whether the assisted unit should remain with the family members remaining in the original assisted unit.
- B. The interest of minor children or of ill, elderly or disabled family members.
- C. Whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other household member.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, AHA is bound by the court's determination of which family members continue to receive assistance in the program.

7.3 PROCEDURES REGARDING FAMILY MOVES

Families considering transferring to a new unit must notify AHA of their intention to move and attend an interview. All requirements for moving to a new unit will be explained to the family. All families who are moving, including any families moving into or out of the Auburn Housing Authority's jurisdiction, will be required to provide AHA with all necessary forms and information, prior to the Auburn Housing Authority entering into a new HAP contract on their behalf or forwarding portability documents.

This interview is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
- E. Portability requirements and opportunities;
- F. An explanation and copies of the forms required to initiate and complete the move.

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

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

A family who gives notice to terminate the lease must have the notice postmarked or hand

delivered on or before the last day of the month or have the landlord or his agent sign a statement stating the date and time received.

7.4 *DENIAL OF A MOVE DUE TO LACK OF FUNDING AVAILABILITY*

During periods when funding availability is limited (projected expenses exceed anticipated funding) or voucher shortage (vouchers issued exceed the established voucher availability by the Annual Contributions Contract), after HUD notification, AHA reserves the right to deny families requested moves (unit transfers) to higher cost units within the AHA's jurisdiction (City of Auburn).

8.0 PORTABILITY

8.1 *GENERAL POLICIES OF THE AUBURN HOUSING AUTHORITY*

A family who resides in the jurisdiction of the Auburn Housing Authority at the time of application may lease a unit anywhere in the jurisdiction of AHA or outside the Auburn Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the family does not reside in the jurisdiction of the Auburn Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Auburn Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Auburn Housing Authority.

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

Families may only move to a jurisdiction where a Section 8 Program is being administered.

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

If a family has moved out of their assisted unit in violation of the lease, the Auburn Housing Authority will not issue a voucher and will terminate assistance in compliance with Section 18.0, Termination of the Lease and Contract.

8.2 INCOME ELIGIBILITY

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

8.3 LEASING IN PLACE

A family may select their current dwelling unit for participation in the program if the dwelling unit is approved.

8.4 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

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

8.5 PORTABILITY PROCEDURES

- A When the Auburn Housing Authority is the Initial Housing Authority:
 - 1. AHA may deny portability moves to “higher cost areas” or areas with “more generous” subsidy standards if the receiving PHA is unwilling to absorb the voucher holder and Auburn Housing Authority has determined and verified with HUD that it has insufficient funds to pay for higher subsidy amounts than established AHA Payment Standards.
 - 2. The Auburn Housing Authority will brief the family on the process that must take place to exercise portability.
 - 1. The Auburn Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
 - 2. The Auburn Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
 - 3. The Auburn Housing Authority will promptly notify the Receiving Housing Authority to expect the family.
 - 5. The Auburn Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the

family, and related verification information.

B When the Auburn Housing Authority is the Receiving Housing Authority:

1. When the portable family requests assistance from the Auburn Housing Authority, the Auburn Housing Authority will promptly inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Auburn Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
2. The Auburn Housing Authority will issue a voucher to the family. The term of the Auburn Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Auburn Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Auburn Housing Authority during the term of the Auburn Housing Authority's voucher.
3. The Auburn Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Auburn Housing Authority's subsidy standards.
4. The Auburn Housing Authority will promptly notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
5. If AHA opts to conduct a new reexamination, the Auburn Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families AHA will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Auburn Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.
7. AHA may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

C Absorption by the Auburn Housing Authority

1. If funding is available under the consolidated ACC for the Auburn Housing Authority's Voucher Program when the portable family is received, the Auburn Housing Authority will absorb the family into its Voucher Program.

D. Portability Billing

- 1 To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
 - a. As the Initial Housing Authority, AHA will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
 - b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the PHA in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

9.1 *INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME*

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

9.2 *INCOME*

- A.** Annual income means all amounts, monetary or not, that:
1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
 2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective

date; and

3. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the AHA believes that past income is the best available indicator of expected future income, AHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

B Annual income includes, but is not limited to:

1. The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability

compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

6. Welfare assistance

If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

- a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

Imputed welfare income

- a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction,), plus the total amount of other annual income. The imputed welfare income is offset by the amount of additional income the family receives that starts after the sanction is imposed. When such additional income is equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- b. The Auburn Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

9.3 EXCLUSIONS FROM ANNUAL INCOME

Annual income does not include the following:

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

training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
- b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
- c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d. 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);
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act

- of 1998 (29 U.S.C. 2931);
- g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94–540, 90 Stat. 2503–04);
 - h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 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);
- I. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
 - J. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
 - K. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
 - L. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
 - M. 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);
 - N. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
 - O. 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);
 - P. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
 - Q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
 - R. 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); and
 - S. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent, with the exception of foster children
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
 - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 - 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

9.5 EARNED INCOME DISREGARD (EID)

For adult family members residing in public housing or assisted by the HCV program, (including PBV's), the Earned Income Disregard (EID) excludes income earned by family members who meet one of the following criteria:

- 1. Families whose income increases as a result of employment of a family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.
- 2. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
- 3. Persons who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least \$500.

CURRENT EID PARTICIPANTS

For family members that currently benefit from the EID, and/or who become eligible *prior to 1/1/2017*:

Initial Twelve Month Exclusion

- Qualified families will receive during the first cumulative 12 month period beginning with date of employment, an exclusion of 100% of any increase of annual income as a result of employment. EID will begin on the first day of the month following the effective date of employment.

Second Twelve Month Phase-In Exclusion

- Qualified families will receive during the second cumulative 12 month period of time after the expiration of the initial cumulative twelve month period as stated above, an exclusion of 50% of any increase of annual income as a result of employment.

Maximum Four Year Disallowance

- The Earned Income Disallowance is limited to a lifetime 48 month period for each family member. Each qualified family member will receive a full 12 month income exclusion and a full 12 month phase-in come exclusion beginning from the date of the initial exclusion.
- The lifetime Disregard will end 48 months after it began, regardless of how many months were “used”.

EID PARTICIPANTS QUALIFYING ON OR AFTER 1/1/2017:

For family members qualifying on or after 1/1/2017, the two (12) month periods of income exclusion are not cumulative over the total 24 month period. EID for these family members is as follows:

- Once a family member is determined to be eligible for the EID, the 24 month period starts;
- If the family member discontinues the employment that initially qualified the family for the EID, the 24 month period continues;
- During the 24 month period, EID benefits are recalculated based on changes to family member income and employment;
- During the first 12 month period, AHA must exclude all increased income resulting from the qualifying employment of the family member. After the first 12 month period, AHA will exclude from annual income of the family 50 percent of any increase in income of such family member as a result of employment over the family member’s income before the qualifying event (i.e., the family member’s baseline income);
- The EID benefit is limited to a lifetime 24-month period for the qualifying family member;

- The lifetime Disregard will end 24 months after it began, regardless of how many months were “used”. (While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

9.6 COOPERATING WITH WELFARE AGENCIES

The Auburn Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.
- B. To provide written verification to the Auburn Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

10.0 VERIFICATION

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

10.1 ACCEPTABLE METHODS OF VERIFICATION

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

Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Auburn Housing Authority or automatically by another government

agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name date of contact, amount received, etc.

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

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

10.2 TYPES OF VERIFICATION

The charts below outline the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Auburn Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via fax or first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	USCIS SAVE confirmation #	USCIS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification

General Eligibility Items		
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Income		
Earned Income	Letter from employer	Multiple Pay stubs
Self-employed	N/A	Tax return from prior year, books account
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays daycare, daycare provider could so state)	Bank Deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled - whether training is HUD funded - whether State or local program - whether it is employment and training - whether payments are for out-of-pocket expenses incurred in order to participate in a program 	N/A

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

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

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show

proof of their status by such means as birth certificate, military ID or military DD 214 Form.)

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

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

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

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

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

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

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

If the Auburn Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security Number must provide verification of his or her Social Security Number. All new family members must provide this verification prior to being added to the lease.

The best verification of the Social Security Number is the original Social Security card. If

the card is not available, the Auburn Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 TIMING OF VERIFICATION

Verification must be dated within sixty (60) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, AHA will verify and update only those elements reported to have changed.

10.6 FREQUENCY OF OBTAINING VERIFICATION

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

For each family member, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission.

10.7 EXCEPTIONS TO THIRD PARTY VERIFICATION REQUIREMENTS

The Auburn Housing Authority is aware that in some situations, third party verification is not available for a variety of reasons. Often times, numerous attempts will be made to obtain the required verifications with no luck; the income source may not honor written or

oral requests for income information; assets or expenses to be verified may be insignificant in amount; or it may not be cost effective to obtain third party verification of assets and expenses, when the impact on total tenant payment is minimal. In these cases, AHA will review original documents provided by the tenant, and **document in the family file the reason(s) why third party verification was not available.** AHA must also maintain a photocopy of the original document in the family file.

Exceptions to Third Party Verification Summary:

A. Income

1. AHA made at least two documented attempts to obtain third party verification, with no luck.
2. The income source does not have the capability to provide written or oral third party verification.

B. Assets and Expenses

1. AHA made at least two documented attempts to obtain third party verification, with no luck.
2. The asset or expense to be verified is an insignificant amount, thus it is not cost effective or reasonable to obtain third party verification.

AHA will use upfront income verification systems during annual and interim reexaminations. On the next page is a summary of examples in which third party verification may not be available:

INCOME TYPE	REASON 3 RD PARTY VERIFICATION IS NOT AVAILABLE
Checking/Savings Accounts	Balance is under a specified reasonable threshold (determined by the AHA) and it would not be cost effective to incur bank verification fee and/or use AHA administrative staff time to facilitate 3rd party verification.
Employment	AHA has attempted third party verification (and documented the tenant file) and has not received a response. It would not be reasonable or cost effective to continue seeking 3rd party verification.
Self-Employment Verification	The tenant may do odd jobs such as babysitting, cutting lawns, or running errands for various people. Often times, the tenant cannot provide a name and address or telephone number for AHA to confirm this type of income, thus making it impossible for the AHA to obtain 3rd party verification.
Social Security Benefits	Benefit information is not available in HUD's Enterprise Income Verification (EIV) and the Social Security Administration (SSA) Office does not accept verification requests from AHA. (Examples of why data is not available: invalid SSN in PIC system, newly admitted family into program.)

INCOME TYPE	REASON 3 RD PARTY VERIFICATION IS NOT AVAILABLE
Unemployment Benefits	AHA does not have a computer matching agreement with the State Wage Information Collection Agency (SWICA) to obtain income verification. SWICA refuses to provide information over the telephone or in writing.
Welfare Benefits	AHA does not have a computer matching agreement with the local welfare office to obtain income verification. Local welfare office refuses to provide information over the telephone or in writing.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 RENT REASONABLENESS

AHA will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If AHA or HUD directs that reasonableness be re-determined.

11.2 COMPARABILITY

In making a rent reasonableness determination, AHA will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. AHA will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

AHA will maintain current survey information on rental units in the jurisdiction.

Owners are invited to submit information to a survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable AHA to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.3 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the Auburn Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For the Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

11.3.1 Setting the Payment Standard

The Statute requires that the payment standard be set by AHA at between 90 and 110% of the FMR without HUD's prior approval. The Auburn Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Auburn Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The Auburn Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. With approval of the HUD Field Office, the payment standard can go to 120%.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, AHA will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Auburn Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, AHA will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

11.3.2 Selecting the Correct Payment Standard for a Family

- A. For the voucher tenancy, the payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.3.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. AHA may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as AHA requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

11.4 ASSISTANCE AND RENT FORMULAS

- A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income
2. 30% of the family's adjusted monthly income
3. The Minimum rent
4. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.

Plus any rent above the payment standard.

B Minimum Rent.

The Auburn Housing Authority will set the minimum rent at the maximum allowable level established by HUD. However, if the family requests a hardship exemption, the Auburn Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until AHA can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1 A hardship exists in the following circumstances:

- a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
- b. When the family would be evicted because it is unable to pay the minimum rent;
- c. When the income of the family has decreased because of changed circumstances, including loss of employment; and
- d. When a death has occurred in the family.

2 No hardship. If AHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to AHA for the time of suspension.

- 3 Temporary hardship. If AHA determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. AHA will offer a reasonable repayment agreement for any minimum rent back payment paid by AHA on the family's behalf during the period of suspension.
- 4 Appeals. The family may use the informal hearing procedure to appeal the AHA's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 HCV Vouchers

- 1 The payment standard is set by AHA between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

D. Section 8 Preservation (Enhanced) Vouchers

1. Payment Standard
 - a The payment standard is the lower of:
 - i. The payment standard amount for the appropriate family unit size; or
 - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
 - b. If the dwelling unit is located in an exception area, the Auburn Housing Authority will use the appropriate payment standard for the exception area.
 - c During the HAP contract term, the payment standard for the family is the higher of :
 - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or

- ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
 - d At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
 - i Paragraph (c)(i) of this section does not apply; and
 - ii The new family unit size must be used to determine the payment standard.
- 2 The Auburn Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
 - a. The payment standard minus the total tenant payment; or
 - b. The gross rent minus the total tenant payment.

E Manufactured Home Space Rental: Section 8 Vouchers

- 1 The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
- 2 The space rent is the sum of the following as determined by AHA:
 - a. Rent to the owner for the manufactured home space;
 - b. Owner maintenance and management charges for the space; and
 - c. Utility allowance for tenant paid utilities.
- 3 The participant pays the rent to owner less the HAP.
- 4 HAP equals the lesser of:
 - a. The payment standard minus the total tenant payment; or
 - b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F Rent for Families under the Non-citizen Rule

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

- 1. The family was receiving assistance on June 19, 1995;

2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

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

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

11.5 UTILITY ALLOWANCE

AHA maintains a utility allowance schedule for all tenant-paid utilities (except telephone or cable television or internet), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by households that occupy housing of similar size and type in the same locality. AHA will contract with reputable company that will contact the local utility company (NYSEG) directly, conduct a survey of their rates, including adjustment factors and taxes, and apply the data to a utility allowance schedule.

AHA reviews the utility allowance schedule annually and revises any allowance for any

utility category if there has been a change of 10 % or more in the utility rate since the last time the utility allowance schedule was revised. AHA maintains information supporting the annual review of utility allowances any revisions made in its annual review of the utility allowance schedule. Participants may review this information at any time by making an appointment with the Auburn Housing Authority.

AHA uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under AHA subsidy standards).

At each reexamination, AHA applies the utility allowance from the most current utility allowance schedule.

AHA will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

In certain instances the utility allowance will exceed the minimum rent paid by the tenant. In such instances, the Auburn Housing Authority will pay the utility allowance directly to the utility company (NYSEG). The family will be notified of the amount paid to the utility supplier.

11.6 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT (HAP)

AHA pays the owner the lesser of the Housing Assistance Payment or the rent to owner.

Beginning January 1, 2012, AHA all HAP's will be made by Direct Deposit. AHA will only send a paper check if the owner does not have a bank account.

If for any reason the owner requests a stop payment of the housing assistance payment, a fee of \$25.00 (twenty-five dollars) will be charged to the owner for the service.

11.7 CHANGE OF OWNERSHIP

The Auburn Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the AHA's rent payment or the address as to where the rent payment should be sent.

In addition, the Auburn Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Deed of Trust showing the transfer of title or mortgage verification on the property; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The Auburn Housing Authority may withhold the rent payment until the taxpayer identification number is received.

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

The Auburn Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The Auburn Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable AHA to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Auburn Housing Authority will only schedule one more inspection. If the family misses two inspections, the Auburn Housing Authority will consider the family to have violated a Family Obligation and their assistance may be terminated.

12.1 TYPES OF INSPECTIONS

There are seven types of inspections the Auburn Housing Authority will perform:

- A. Initial inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual inspection - An inspection to determine that the unit continues to meet HQS.
- C. Re-Inspections - An inspection for the purpose of verifying that deficiencies noted in the previous inspection have been corrected and meet HQS.
- D. Complaint inspection - An inspection done by AHA because receives a

complaint on the unit by tenant or an owner/landlord.

- E. Special inspection - An inspection caused by a third party, i.e., HUD, needing to view the unit.
- F. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- G. Quality Control inspection - Supervisory inspections on at least 5% of the total number of units that were under lease during AHA's previous fiscal year.

12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS

- 1. The owner must maintain the unit in accordance with HQS.
- 2. If the owner fails to maintain the dwelling unit in accordance with HQS, AHA will take prompt and vigorous action to enforce the owner obligations. The Auburn Housing Authority's remedies for such breach of the HQS include termination, suspension or abatement of housing assistance payments and termination of the HAP contract.
- 3. The Auburn Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Auburn Housing Authority and the correction is verified. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For all other defects the owner must correct the defect within no more than 30 calendar days (or any Auburn Housing Authority approved extension).
- 4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, AHA may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

- 1. The family is responsible for a breach of the HQS that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
- 2. If an HQS breach caused by the family is life threatening, the family must

correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any AHA approved extension).

3. If the family has caused a breach of the HQS, the Auburn Housing Authority will take prompt and vigorous action to enforce the family obligations. AHA may terminate assistance for the family in accordance with 24 CFR 982.552.

Note: Under no circumstances will AHA pay for damages caused by the family, back rent or security deposit owed by the family.

12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirement

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2 Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2 Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit should have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain un-vented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants.

The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not

present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H Water Supply

1. Performance Requirement

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water

supply that is sanitary and free from contamination.

I Lead-based Paint

1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm^2), or 0.5 % by weight or 5000 parts per million (PPM).

2 Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part.
- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part) must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
- d. AHA may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based

- paint, as defined in paragraph 1(f) of this Section.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of AHA notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
 - f. The requirements in this paragraph apply to:
 - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
 - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
 - g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
 - h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health, or an organization recognized by HUD. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required.
 - i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
 - i. Within the unit;
 - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
 - j. In lieu of the procedures set forth in paragraph g of this Section, AHA may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.

- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
 - i. A defective paint surface shall be treated if the total area of defective paint on a component is:
 - (1) More than 10 square feet on an exterior wall;
 - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
 - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
 - ii. Acceptable methods of treatment are the following:

Removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high-pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
 - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
 - iv. During exterior treatment soil and playground equipment must be protected from contamination.
 - v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent.
 - vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
- m. Prior to execution of the HAP contract, the owner must inform AHA and the

family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

- n. AHA must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, AHA must keep the test results indefinitely and, if applicable, the owner certification and treatment.
- o. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J Access

1. Performance Requirement

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirement

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirement

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation (including but not limited to fleas, bed bugs and roaches). In the

event that bed bugs are present it is the landlord's responsibility to treat the unit.

M. Smoke Detectors

1. Performance Requirements

- a. Each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

b.

12.4 **HQS RE-INSPECTIONS**

A. Initial HQS Inspections and Re-inspections

An **Initial Inspection** is the inspection that must take place to ensure that the unit passes HQS before assistance can begin. The Auburn Housing Authority will schedule a timely initial inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS, the owner and the participant will be advised to notify the Auburn Housing Authority to schedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

B. Annual, Special, Complaint (tenant requested), Emergency or Quality Control HQS Re-Inspections

If a unit fails the 1st inspection, the owner will be given up to 30 days to correct the items noted as failed unless the failed items endanger the family's health or safety (using the emergency item in Section 12.6), the owner or participant will be given 24 hours to correct the violations. Auburn Housing Authority (AHA) will notify the owner and family of the 2nd inspection appointment by telephone, email or regular mail. If the unit fails again, the family and owner will be responsible for scheduling

a 3rd inspection within the time frame specified for the repairs by Auburn Housing Authority. If no 3rd inspection appointment is made, or if the unit fails the 3rd inspection, AHA may terminate the HAP contract and offer the family a voucher to move. Upon failing the 3rd inspection the Housing Authority may abate the HAP payment and will charge re-inspection fees to the landlord. During any abatement period the family continues to be responsible for its share of the rent and the owner cannot seek payment from the family for abated amounts and may not use the abatement as cause for eviction. If the inspection report includes deficiencies assigned to the family, and those were not corrected, or if the family misses the re-inspection appointment, then AHA may mail a letter of termination to the family. In no circumstances will the landlord be charged a fee for the 3rd inspection for deficiencies assigned to the tenants.

C. Time Frames for Corrections

1. Emergency repair items must be corrected within 24 hours.
2. Non-emergency items must be completed within 30 days of the inspection.

D. Third Inspection Failure Fees (Re-Inspection Fees) [24 CFR 982.405; PIH Notice 2016-05]

An HQS Re-inspection fee of \$30.00 will be charged to the landlord under two circumstances:

1. If an owner notifies the PHA that an owner deficiency cited in the 2nd inspection has been repaired and a 3rd inspection reveals that it has not.
2. If the allotted time for the repairs has elapsed and a re-inspection reveals that an owner deficiency previously cited two times has not been corrected. AHA will not apply the fee to an owner for:
 - deficiencies caused by the participant family;
 - initial inspections
 - regularly scheduled (1st and 2nd) inspections
 - an instance in which an inspector was unable to gain access to a unit; or
 - new deficiencies identified during a 2nd or 3rd inspection. If new deficiencies are uncovered during a 2nd or 3rd inspection, a PHA should follow normal procedures to address these newly identified deficiencies.

Third inspection failure fees will be charged against the owners Housing Assistance Payments (HAP), thus reducing the next monthly HAP paid to the owner by \$30.00 for any non-compliant unit.

Fees collected under the 3rd inspection fee mandate will be considered unrestricted net assets and may only be used for activities related to the Section 8 Tenant-Based Rental Assistance Program.

AHA will never charge 3rd inspection fees to the applicant or tenant and owners may not pass the fee along to the family.

E. Owner Self-Certification of Fail Items

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

Other than in the case of life threatening deficiencies AHA may accept an owner's and/or family's written certification that the deficiencies have been corrected or photos showing corrections. Verification that repairs were completed may be made at the next on-site inspection.

AHA will base the verification process on the severity of corrections to be made and/or the experience with the owner and property.

AHA may contact the family to confirm the owner's self-certification. If the tenant indicates that corrections were not made for any fail items, AHA may schedule a re-inspection of the unit. The self-certification option is available for five or fewer non-life-threatening fail items.

F. Family and Owner Responsibilities

Family Responsibilities

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- 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.

Owner Responsibilities

The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

G. Extensions

At the sole discretion of the Auburn Housing Authority, extensions may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within the allowed extension time frame, AHA may abate the rent and cancel the HAP contract for owner

noncompliance. Appropriate extensions can be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks

13.0 RECERTIFICATION

13.1 CHANGES IN LEASE OR RENT

If the participant and owner agree to any changes in the lease after the initial term, all changes must be in writing, and the owner must immediately give the Auburn Housing Authority a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the Auburn Housing Authority of any changes in the amount of the rent at least sixty (60) days before the changes go into effect. Any such changes are subject to AHA determining them to be reasonable.

Assistance shall not be continued unless AHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

- A. Requirements governing participant or owner responsibilities for utilities or appliances;
 - A. In the lease terms governing the term of the lease;
 - B. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of the Auburn Housing Authority is not required for changes other than those specified in A, B, or C above.

13.2 ANNUAL RE-CERTIFICATION

At least annually the Auburn Housing Authority will conduct a re-certification of family income and circumstances. The results of this reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Auburn Housing Authority will send a notification letter to the family letting them know that it is time for their annual re-certification. The letter includes forms for the family to complete in preparation for the re-certification. The letter also requests that the family contact AHA to schedule an appointment to submit and sign all reexamination paperwork.

During the appointment, the family will provide all information regarding income, assets,

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

Upon receipt of verification, the Auburn Housing Authority will determine the family's annual income and will calculate their family share.

13.2.1 Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

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

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

13.2.2 Missed Appointments

If the family fails to respond to the letter, fails to schedule an appointment, or is unavailable for an inspection a second letter will be mailed. The second letter will advise of the failure to respond and allow for the family to respond by a specified date. The letter will also advise that failure by the family to respond and schedule an appointment will result in the Auburn Housing Authority taking action to terminate the family's assistance.

13.3 INTERIM REEXAMINATIONS

During an interim reexamination only, the information affected by the changes being reported will be reviewed and verified.

Families are required to report any increase in income, within ten (10) days of the occurrence, in writing, between annual reexaminations.

Families are required to report the following changes to the Auburn Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

- A. Any increase or decrease in household income
- B. A member has been added to the family through birth or adoption or court-awarded custody.

- C. A household member is leaving or has left the family unit.
- D. Family break-up

In circumstances of a family break-up, AHA will make a determination of which family member will retain the voucher, taking into consideration the following factors:

1. To whom the voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Auburn Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Auburn Housing Authority will make determinations on a case by case basis.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application, stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. AHA will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, AHA will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 13.2.2.

Note: A Participant CANNOT allow anyone to move into their unit without permission from AHA. The person must be an immediate family member (child, parent, brother, sister, spouse or significant other) and if they are over 18 years of

age, they must complete an application and be approved prior to moving into the household.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, AHA will take timely action to process the interim reexamination and recalculate the family share.

13.3.1 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Auburn Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

13.3.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations

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

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

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

Temporary employment/unemployment or increases and decreases in wages “**for any reason**” for less than 30 days will not constitute a rent adjustment.

14.0 REPAYMENT AGREEMENT

14.1 GENERAL REPAYMENT AGREEMENT

When a resident owes Auburn Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that AHA allow them to enter into a Repayment Agreement. AHA has the sole discretion of whether to accept such an agreement.

14.2 FRAUD REPAYMENT AGREEMENT

Failure to report an **increase** in household income in writing within ten days of the

occurrence is considered fraud and may result in the family being terminated from the program. It will also result in the family's obligation to repay the benefits it received to which it was not entitled. Fraud information is explained at the family's briefing and at move-in and all adult members of the household are required to annually sign a fraud explanation form to affirm their understanding.

When a family owes Auburn Housing Authority back rent due to documented fraud, AHA will require repayment in full and may choose to terminate the household's participation in the program, based on the circumstances of family's failure to report their increase in income. If the family is unable to pay the amount owed all at once, the family may request that AHA allow them to enter into a Repayment Agreement.

In most instances, AHA will require that fraud re-payment agreements are made for a period of 90 days or less. In extreme cases, when a participant owes a significant amount due to fraud, AHA may allow a longer period of time for repayment. All Repayment Agreements must be in writing and signed by the voucher holder. Failure to comply (i.e., default) with the Repayment Agreement terms may subject the voucher holder to pay the monies due in full immediately and to termination of assistance.

A second offense of fraud will automatically be grounds for immediate termination.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE AUBURN HOUSING AUTHORITY

AHA may at any time terminate program assistance for a family because of any of the following actions or inactions by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. Non-compliance with Non-Citizen Rule requirements.
- D. If any member of the family has ever been evicted from assisted or public housing.
- E. If AHA has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. If any member of the family commits drug-related or violent criminal activity.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any assisted or Federal housing program.
- H. If the family currently owes rent or other amounts to AHA or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed

by the family under the lease.

- J. If the family breaches an agreement with AHA to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. (AHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. AHA may prescribe the terms of the agreement.)
- K. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- L. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- M. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Auburn Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Note: Terminations may occur as a result of discovering information after the family has been approved and is receiving assistance.

15.2 TERMINATION DUE TO LACK OF FUNDING

During periods when funding availability is limited (projected expenses exceed anticipated funding) or voucher shortage (vouchers issued exceed the established voucher availability by the Annual Contributions Contract), after HUD notification, AHA reserves the right to terminate subsidy if necessary. In such situations, AHA will decide which households will have their subsidy terminated based on factors including but not limited to:

- Risk of immediate homelessness,
- Household income as it relates to the Area Median Income,
- Value of assets for all household members,
- Level of HAP expense,
- Availability of alternate housing subsidy.

Similar guidelines will apply to Tenant Protection Voucher holders after the one-year anniversary of the enhanced development conversion. Participants in special purpose voucher programs such as HUD VASH will be the last group to be terminated. Should the need arise to terminate subsidy for the population; the guidelines above will be applied.

Households who were terminated will have the opportunity for re-instatement if funding becomes available. Those terminated last will have the first opportunity for reinstatement.

Those who have secured alternate housing subsidy may not be re-instated in the program.

15.2 NOTIFICATION OF TERMINATION

If a family is terminated Auburn Housing Authority will notify the family in writing, of its determination and inform the family that they have an opportunity for a grievance hearing on such determination. The notice will contain a brief statement of the reason(s) for the decision, describe how to obtain a hearing and state that the family must request the hearing in writing within ten calendar (10) days from the date of the written termination.

15.3 DENIED READMISSION TIME FRAMES

When a family has been terminated from the Section HCV Program for one of the reason listed below, they will be denied readmission for the following time frames. These time frames shall begin on the date of the termination.

- A. Denied readmission for **two years (2)** for the following:
 - 1. Violation of family obligations under the voucher program, (family action or failure to act).
 - 2. Illegal use or possession for personal use, of a controlled substance, or abuse of alcohol.
 - 3. Demonstration of abusive or violent behavior toward AHA staff or residents that indicates that the applicant may be threat.
 - 4. Eviction for non-payment of rent.
 - 5. Extensive damages to an assisted unit (damages that exceed a normal security deposit totaling one month's rent).
- B. Denied readmission for **three years (3)** for eviction from Public Housing, Indian Housing, assisted housing or terminated from Section 8 HCV programs because of drug related or violent criminal activity.

AHA can waive this requirement if the person demonstrates to AHA's satisfaction successful completion of a rehabilitation program approved by AHA or circumstances leading to the eviction no longer exist
- C. Denied readmission for **seven years (7)** for fraud, (may include but is not limited to, allowing unauthorized person(s) to reside in the unit and under or failing to report income), bribery, or any other corruption in connection with any public housing program, Section 8 HCV Program or any other Federal housing assistance program
- D. Denied readmission for **ten years (10)** for a conviction of Drug trafficking or possession with intent to sell
- E. Denied readmission **for life** for the following:
 - 1. Any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program
 - 2. Any household that includes any individual who has been convicted of

manufacturing or producing methamphetamine (commonly referred to as “speed”)

16.0 COMPLAINTS AND HEARINGS FOR PARTICIPANTS

16.1 COMPLAINTS

The Auburn Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Auburn Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

16.2 HEARINGS FOR PARTICIPANTS

A When a Hearing is Required

1. The Auburn Housing Authority will give a participant family an opportunity for a hearing to consider whether the following Auburn Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Auburn Housing Authority policies:
 - a. A determination of the family’s annual or adjusted income, and the use of such income to compute the housing assistance payment.
 - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Auburn Housing Authority utility allowance schedule.
 - c. A determination of the family unit size under the Auburn Housing Authority subsidy standards.
 - d. A determination that a HCV Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Auburn Housing Authority subsidy standards, or the Auburn Housing Authority determination to deny the family’s request for an exception from the standards.
 - e. A determination to terminate assistance for a participant family because of the family’s action or failure to act.
 - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Auburn Housing Authority policy and HUD rules.
2. In cases described above, AHA will give the opportunity for a hearing before it terminates housing assistance payments for the family under an outstanding HAP contract.

B When a Hearing is not Required

The Auburn Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Auburn Housing Authority.
2. General policy issues or class grievances.
3. Establishment of AHA schedule of utility allowances for families in the program.
4. AHA determination not to approve an extension or suspension of a certificate or voucher term.
5. AHA determination not to approve a unit or lease.
6. AHA determination that an assisted unit is not in compliance with HQS. (However, the Auburn Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. AHA determination that the unit is not in accordance with HQS because of the family size.
8. AHA to exercise or not exercise any right or remedy against the owner under a HAP contract.

C Notice to the Family

AHA must give the family prompt written notice that if they do not agree with the determination, they may request a hearing on the decision. The notice must contain a brief statement of the reasons for the decision. The family will have fourteen business (14) days from the date of the notice to request in writing, a hearing.

The hearing will be scheduled by AHA in a timely manner.

17.0 AHA GRIEVANCE PROCEDURES

The Grievance Procedures of Auburn Housing Authority shall be applicable to all individual grievances between the Tenant and PHA.

The term "Grievance" is defined as any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.

17.1 INFORMAL SETTLEMENT OF GRIEVANCES

Grievances shall be promptly and personally presented, within 5 business days of the date of the program termination letter, either orally or in writing, to the PHA office or to the office of the project in which the complainant resides in so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time. One copy shall be given to the tenant and one retained in the tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

17.2 PROCEDURES TO OBTAIN A HEARING

The complainant shall submit a written request for a hearing to the PHA or the project office within ten (10) calendar days of the date listed on the summary of discussion. The written request shall specify:

- (a) The reasons for the grievance; and
- (b) The action or relief sought.

17.3 SELECTION OF HEARING PANEL

The hearing panel shall consist of three (3) members of the Board of Commissioners, who shall be appointed annually, after a 30-day notice and comment period has been provided to program participants.

17.4 FAILURE TO REQUEST A HEARING

If the complainant does not request a hearing, the PHA's disposition of the grievance shall become final. Failure to request a hearing shall not constitute a waiver by the complainant of his/her right thereafter to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding.

17.5 HEARING PREREQUISITES

All grievances shall be personally presented pursuant to the informal procedure prescribed in Paragraph 1 as a pre-condition to a hearing under this section; provided, that if the complainant shall show good cause why he/she failed to proceed in accordance with paragraph 1, the provisions of this subsection may be waived by the hearing officer or hearing panel

17.6 ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent which the

PHA claims is due, the complainant shall pay to the PHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place.

17.7 SCHEDULING OF HEARINGS

Upon the complainant's compliance with paragraphs 2, 4 and 6, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and the PHA.

A written notification specifying the date, time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official.

17.8 PROCEDURES GOVERNING THE HEARING

- (a) The hearing shall be held before a hearing officer or hearing panel, as appropriate.
- (b) The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
 - (1) The opportunity to examine before the hearing and (at the expense of the complainant) to copy all documents, records and regulations of the PHA, that are relevant to the hearing. Any document not so made available after request therefore by the complainant may not be relied on by the PHA at the hearing;
 - (2) The right to be represented by counsel or other person chosen as the Complainant's representative;
 - (3) The right to a private hearing unless the complainant requests a public hearing;
 - (4) The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses on whose testimony or information the PHA or project management relies; and
 - (5) A decision based solely and exclusively upon the facts presented at the hearing.
- (c) The hearing officer or hearing panel may render a decision without proceedings with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.
- (d) If the complainant fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for not to exceed five (5) business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the PHA shall be notified of the determination by the hearing officer or the hearing panel; provided that a determination that the

complainant has waived his/her right to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

- (e) At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden directed.
- (f) The hearing shall be conducted informally by the hearing officer or hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer or hearing panel shall require the PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the order of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of disorderly party and granting or denial of the relief sought, as appropriate.
- (g) The complainant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

17.9 DECISION OF THE HEARING OFFICER/PANEL

- (a)
 - 1. The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the PHA.
 - 2. The PHA shall retain a copy of the decision in the tenant's folder.
 - 3. A copy of such decision, (with all names and identifying references deleted), shall also be maintained on file by the PHA and made available for inspection by a prospective complainant, his/her representative, or the hearing officer or hearing panel.
- (b) The decision of the hearing officer or hearing panel shall be binding on PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the PHA Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:
 - 1. The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare or status; or;
 - 2. The decision of the hearing officer or hearing panel is contrary to applicable Federal, State or Local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the PHA.
- (c) A decision by the hearing officer, hearing panel or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant, shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the

Complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

17.10 H.A. EVICTIONS ACTIONS

If a tenant has requested a hearing on a complaint involving a PHA notice of termination of the tenancy, and the hearing officer or hearing panel upholds the PHA's action to terminate the tenancy:

- (a) The PHA shall not commence an eviction action in a State or local court until it has served a notice to vacate on the tenant.
- (b) In no event shall the notice to vacate be issued prior to the decision to of the hearing officer or hearing panel having been mailed or delivered to the complainant.
- (c) Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination whichever is later, appropriate action will be brought against him/her and he or she may be required to pay court costs and attorney fees.

17.11 APPLICABILITY

- (a) The foregoing Grievance Procedure shall be applicable to all individual grievances as defined in the opening paragraphs hereto between the tenant and the PHA; provide, that in those jurisdictions which require that a tenant be given a hearing in court containing the elements of due process prior to eviction, the PHA may exclude from its procedure any grievance concerning an eviction or termination of tenancy based upon a tenant's creation or maintenance of a threat to the health or safety of other tenants or PHA employees.
- (b) These Grievances Procedures shall not be applicable to disputes between tenants not involving the PHA or to class grievances. The grievance procedure is not intended as forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA's Board of Commissioners.

18.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Auburn Housing Authority. Under some circumstances the contract automatically terminates.

A. Termination of the Lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Auburn Housing Authority after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner

- a The owner may terminate the lease during its term on the following grounds:
 - i. Serious or repeated violations of the terms or conditions of the lease;
 - ii. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
 - iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
 - iv. Any drug-related or violent criminal activity on or near the premises;
 - v. Other good cause. Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
 - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.
- b During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
- c The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give the Auburn Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the

tenant.

- d The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing the family one calendar's month notice that the lease term will not be renewed.

3 By mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1 Automatic termination of the contract

- a. If the Auburn Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. If the family is in a zero HAP situation
 - i. A zero HAP is when a family is re-certified and their income has risen to the point that the total tenant payment exceeds the rent amount plus the utility allowance for the unit. Under these circumstances, AHA does not make any payment to the landlord and the tenant family is responsible for the full rent. The tenant family remains on the voucher program for 6 months from the last HAP. This way, the tenant is protected in case of a job loss, illness or some other problem. "Zero HAP" tenants must continue to comply with all Housing Choice Voucher (HCV) program rules. If the "Zero HAP" period ends and the tenant family's income is still intact, the family will transition off of the HCV program.

2 Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3 Termination of the HAP contract by the Auburn Housing Authority

AHA may terminate the HAP contract because:

- a. AHA has terminated assistance to the family.

- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.
- d. When the family breaks up and the Auburn Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- e. The Auburn Housing Authority determines that there is insufficient budget authority in their contract with HUD to support continued assistance for families in the program.
- f. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
 - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
 - v. If the owner has engaged in drug-related criminal activity or any violent criminal activity.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, AHA will continue to make payments until the owner obtains a judgment or the family moves out.

19.0 VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

19.1 PURPOSE AND APPLICABILITY

The purpose of this policy (herein called “Policy”) is to implement the applicable

provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4) and VAWA Final Rule, more generally to set forth AHA's policies and procedures regarding domestic violence, dating violence, sexual assault or stalking as hereinafter defined.

This policy shall be applicable to the administration by AHA of all Federal and State Public Housing, Section 8 Housing Choice Voucher (HCV), Low Income Housing Tax Credit (LIHTC), and HOME programs under the United States Housing Act of 1937 (42 U.S.C. § 1437 *et seq.*) Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, sexual assault or stalking as well as female victims of such violence.

19.2 GOALS AND OBJECTIVES

This policy has the following principle goals and objectives:

- 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 or stalking who are assisted by AHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence; dating violence, sexual assault or stalking;
- D. Creating and maintaining collaborative arrangements between AHA, law enforcement authorities, victim service providers, and others to promote the safety and well being of victims of actual and threatened domestic violence, dating violence, sexual assault and stalking, who are assisted by AHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence dating violence, sexual assault or stalking, affecting individuals assisted by AHA.

19.3 OTHER AHA POLICIES AND PROCEDURES

This policy shall be referenced in and attached to AHA's Annual Public Housing Plan.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of AHA, the provisions of this policy shall prevail.

19.4 DEFINITIONS

As used in the policy:

- A. ***Actual and imminent threat*** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

- B. ***Affiliated Individual*** – means, with respect to a victim –
- (1) a spouse, parent, brother, sister, or child of that individual, or an individual to whom the individual stands in loco parentis; or
 - (2) any other individual, tenant or lawful occupant living in the unit.
- C. ***Bifurcate*** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.
- D. ***Covered housing provider*** refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.
- E. ***Dating Violence*** – means violence committed by a person:
- (1) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship
 - (ii) The type of relationship
 - (iii) The frequency of interaction between the persons involved in the relationship
- F. ***Domestic Violence*** – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by (a) a current or former spouse of the victim, (b) by a person with whom the victim shares a child in common, (c) by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or (e) by any other person against an adult or youth who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

The term “spouse or intimate partner of the victim” 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

- G. ***Sexual Assault*** – means any nonconsensual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.
- H. ***Stalking*** – means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - (1) Fear the Person’s individual safety or the safety of others; or
 - (2) Suffer substantial emotional distress
- I. ***Perpetrator*** – means person who commits an act of domestic violence, dating violence or stalking against a victim

19.5 ADMISSIONS AND SCREENING

- A. ***Non-Denial of Assistance.*** AHA will not deny admissions to Federal and State Public Housing, Section 8 HCV, LIHTC, and HOME programs to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault or stalking, provided that such person is otherwise qualified for such admission. AHA realizes and will also take into account that the presence of adverse factors such as, poor credit history, poor rental history or failure to pay rent, may be direct results of domestic violence, dating violence, sexual assault or stalking.

19.6 TERMINATION OF TENANCY OR ASSISTANCE

- A. ***VAWA Protections.*** Under VAWA, persons assisted under federal and state public housing, Section 8 HCV, LIHTC and HOME programs have the following specific protections, which will be observed by AHA:
 - 1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
 - 2. In addition to the foregoing, tenancy or assistance will not be terminated by AHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - (a) Nothing contained in this paragraph shall limit otherwise available authority of AHA’s or a Section 8 owner or manager to terminate

tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither AHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault or stalking than applied to other tenants.

- (b) Nothing contained in this paragraph shall be construed to limit the authority of AHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager, or AHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

- B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph 24.6.A.2 or Federal, State or local law to the contrary, AHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator or such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. In removing the sole eligible tenant from the household, AHA must provide the remaining tenant with an opportunity to establish eligibility. If not, AHA must provide reasonable time to allow the remaining tenant to find new housing. Such eviction, removal, termination of occupancy rights or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by AHA.

19.7 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING

- A. *Requirement for Verification.* The law allows, but does not require, AHA or a Section 8 Owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph 19.7.C, AHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by AHA. Section 8 owners or managers receiving rental assistance administered by AHA may elect to require verification, or not to require it as permitted under

applicable law.

Verifications of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may be accomplished in one of the following three ways:

1. *HUD – approved form* – by providing to AHA or to the requesting Section 8 owner or manager a written certification, on a HUD-5382 form – Certification of Domestic Violence, Sexual Assault, or Stalking and Alternative Documentation. The form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-5382 form and the completed certification must include the name of the perpetrator, but only if the name is safe to provide and known to the victim.
 2. *Other documentation* – by providing to AHA or to the requesting Section 8 owner or manager, a record of an administrative agency or documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a mental health professional or a medical professional from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of applicable definition(s).
 3. *Police or court record* – by providing to AHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
 4. *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 AHA's program; OR
 5. *A statement* - that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.
- B. *Time allowed to provide verification or failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and

who is requested by AHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after the 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.

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

19.8 CONFIDENTIALITY

- A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provide to AHA or to a Section 8 owner or manager in connection with a verification required under section 19.7 of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
1. requested or consented to by the individual in writing, or
 2. required for use in a federal or state public housing, LIHTC or HOME program eviction proceeding or in connection with termination of Section 8 HCV participant, as permitted in VAWA, or
 3. otherwise required by applicable law
- B. *Notification of right.* All tenants of federal and state public housing, LIHTC, and HOME programs, and tenants participating in the Section 8 HCV program administered or managed by AHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.
- C. *Communicating with the Victim.* When communicating with an applicant, participant, or tenant who has requested VAWA protections, AHA will take precautions to avoid inadvertent disclosure of confidential information to another individual or entity in violation of 24 CFR 5.2007(c). Unless given permission from the victim to do so, AHA will not leave messages that contain confidential information or refer to VAWA, the VAWA protections, or the domestic violence,

dating violence, sexual assault, or stalking (e.g., asking the victim to come to the AHA office to pick up the form HUD-5382) on the victim's voicemail system or with other individuals, including members of the victim's household. Leaving a voicemail requesting that the victim contact AHA or owner without referencing VAWA, VAWA protections, or the domestic violence, dating violence, sexual assault, or stalking, is not prohibited. AHA will not to send mail regarding the domestic violence, dating violence, sexual assault, or stalking (e.g., a written request to complete form HUD-5382, or written extension of the 14-business day timeframe to respond to the PHA's request for documentation) to the victim's address if the perpetrator may have access to the victim's mail (e.g. the perpetrator is the co-head of household).

AHA will comply with all nondiscrimination and civil rights statutes and requirements in implementing their policies. This includes, providing reasonable accommodations to permit individuals to follow or access any rules, policies, practices, or services, such as modifying a policy requiring that the victim come into the office to pick up the certification form to instead deliver the form to the victim. This also includes ensuring effective communication with persons with disabilities, e.g., providing sign language interpreters for persons who are deaf, accessible documents and assistance filling out forms for persons who are blind or have low vision, and providing language assistance for persons with limited English proficiency.

19.9 EMERGENCY TRANSFERS

- A. Emergency Transfers are transfers that are needed to ensure the health and/or safety of one or more family members. Emergency Transfers take precedence over new admissions and all other transfers and are contingent upon the availability of the appropriately sized and located unit.
- B. A tenant receiving rental assistance from all AHA housing programs, including Federal and State Public Housing, Section 8 HCV and PBV, LIHTC and HOME programs will not be denied a transfer to another unit or portability located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements for the rental assistance or housing program and has moved from the unit in order to protect a 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 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. Owners of assisted housing or HCV (including project-based voucher) properties that are not PHA's or considered "PHA-Owned" are not the covered housing provider under this provision, and therefore, are not required to adopt an

Emergency Transfer Plan. If an owner receives a request for an emergency transfer, the owner is encouraged to explain to the victim that the PHA is the covered housing provider for this activity, and that the PHA should be contacted directly.

- C. AHA will provide tenants or program participants requesting an emergency transfer with a copy of the Auburn Housing Authority Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking modified from Form HUD-5381, which explains the emergency transfer process, including eligibility for an emergency transfer, documentation needed to request an emergency transfer, confidentiality protections and a description of how an emergency transfer may occur. AHA will also provide an Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking Form HUD-5383 to be completed.
- D. AHA will immediately process requests for transfers due to domestic violence, dating violence, sexual assault, or stalking. The PHA will allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available. If an internal transfer to a safe unit is not immediately available, the PHA will assist the resident in seeking an external emergency transfer either within or outside the PHA's programs. The PHA has adopted an emergency transfer plan.

19.10 RELATIONSHIPS WITH SERVICE PROVIDERS

It is the policy of AHA to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If AHA staff becomes aware that an individual assisted by AHA is a victim of domestic violence, dating violence, sexual assault or stalking, AHA 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 AHA 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.

19.11 NOTIFICATION AND FORMS

AHA shall provide notice to, applicants, tenants, program participants and Section 8 owners and managers concerning the rights and obligations created under VAWA Final Rule relating to assistance, confidentiality, denial of assistance and termination of tenancy. Notifications will include (but limited to) forms: *Notice of Occupancy Rights*, form HUD-5380, *Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, form HUD-5381, *Certifications of Domestic Violence, Sexual Assault, or Stalking*, and *Alternative Documentation*, form HUD-5382 and *Emergency Transfer Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, form HUD-5383.

19.12 RELATIONSHIP WITH OTHER APPLICABLE LAWS

Neither VAWA nor this policy implementing it shall preempt or supersede any provision

of Federal, State or local law that provides grater protection than that provided under VAWA for victims of domestic violence, dating violence, sexual assault or stalking.

19.13 AMENDMENT

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

20.0 AUBURN HOUSING AUTHORITY OWNED HOUSING

Units owned by the Auburn Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with Federal regulation, the Auburn Housing Authority will do the following:

- A. The Auburn Housing Authority will make available through the briefing process both orally and in writing the availability of Auburn Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
- B. The Auburn Housing Authority will obtain the services of an independent entity to perform the following Auburn Housing Authority functions:
 - 1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Auburn Housing Authority.
 - 2. To assist the family in negotiating the rent.
 - 3. To inspect the unit for compliance with HQS.
- C. AHA will compensate the independent agency/agencies from our ongoing administrative fee income.
- D. AHA, or the independent agency/agencies, will not charge the family any fee or charge for the services provided by the independent agency.

21.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, the AHA will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in SEMAP for our size housing authority.

22.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

22.1 PURPOSE

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of the Auburn Housing Authority, this Section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

22.2 CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither the Auburn Housing Authority nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with the Auburn Housing Authority or for one year thereafter:

- A. Any present or former member or officer of AHA (except a participant commissioner);
- B. Any employee of AHA or any contractor, subcontractor or agent of AHA who formulates policy or who influences decisions with respect to the programs;
- C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to the Auburn Housing Authority's programs; or
- D. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to AHA and HUD.

The Conflict of Interest prohibition under this section (242.2) may be waived by the HUD Field Office upon the request of the Auburn Housing Authority for good cause.

(see Appendix VI – Auburn Housing Authority Policy Regarding Conflicts of Interest and Related Party Transaction)

22.3 *PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS*

No Commissioner or AHA employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of \$25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

22.4 *HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF AHA CODE OF CONDUCT*

Violations of the Code of Conduct Policy will result in disciplinary action as outlined in the Auburn Housing Authority's Personnel Policy or as determined by action of the Board of Commissioners

23.0 HUD REVIEW OF CONTRACT COMPLIANCE

HUD will review program operations at such intervals as it deems necessary to insure that the owner and the AHA are in full compliance with the terms and conditions of the contract and the ACC. Equal opportunity review may be conducted with the scheduled HUD review or at any time deemed appropriate by HUD.

24.0 SPECIAL HOUSING TYPES

AHA has elected to not permit use of any SRO's, Congregate housing, Group homes, Shared housing and Cooperative housing types in it's program unless a special housing type is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8.

25.0 DECONCENTRATION RULE

The objective of the deconcentration rule for Section 8 tenant-based assistance is to admit no less than 75% of its new admissions to the program to families that have income at or below 30% of the area median income. AHA will track the status of all new admissions monthly by utilizing income reports generated by AHA's software. The goal will be tracked and if AHA is not reaching its goal, families will be skipped on the waiting list to admit a family that has income that is at or below 30% of area median income. The practice will continue until AHA achieves its goal. AHA's Section 8 applicant selection process, which is contained in this plan provides for the skipping of families on the waiting list to accomplish this goal.

26.0 CLOSING OF FILES AND PURGING INACTIVE FILES

AHA will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases, or cases involving a household containing a minor with a

reported elevated blood-lead level.

During the term of each assisted lease and for three years thereafter AHA will keep the lease, HAP Contract and the application from the family. In addition, AHA must keep for at least three years the following records:

- Records with racial, ethnic, gender and disability status data for applicants and participants
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files
- Lead based paint inspection reports as required.
- Unit inspection reports
- Accounts and other records supporting AHA and financial statements
- Other records which may be specified by HUD

AHA Shall retain all data for current participants for audit purposes. No information shall be removed which may effect an accurate audit.

27.0 EXCEPTIONS

Exceptions to the admission's policy or procedure will only be made by Auburn Housing Authority's Executive Director. His/her judgment will be based upon relative evidence, produced by the applicant, that adherence to a certain policy or procedure would result in an emergency or hardship either to the applicant and/or a member of the family. Such exceptions shall not be related to race, color, sex, religion, national or ethnic origin, familial status, sexual orientation, or disability. The applicant file will be documented accordingly.

DEFINITION OF TERMS

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

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

Administrative Fee: Fee paid by HUD to AHA for the administration of the program.

Administrative Fee Reserve: (formerly “operating reserve”) Account established by AHA from excess administrative fee income. AHA administrative fees may only be used to cover costs incurred to perform AHA administrative responsibilities for the program in accordance with HUD regulations and requirements.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law.

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

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

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

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

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

Assets: see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted Housing: Any unit with federal, state or local housing subsidy attached to it as determined by HUD or AHA. These include but are not limited to, State Public Housing, Tax Credit Developments, HOME programs, Section 236 Projects, Section 202 Projects, Section 802 Projects and Section 811 Projects.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and AHA.

Budget Authority: An amount authorized and appropriated by the Congress for payment to AHA under the program. For each funding increment in a housing authority program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age

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

Child Custody: An applicant/participant family who does not have full custody of a child/children may only claim a child as dependent by the following

- A. The applicant/participant must have primary custody of the child.
- B. The applicant/participant must provide sufficient evidence that the child would reside with the Section 8 participant. (The same child cannot be claimed by more than one applicant/participant)

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

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

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Contract Authority: The maximum annual payment by HUD to an HA for a funding increment.

Cooperative Housing: Housing owned by a non-profit corporation or association, and where a

member of the corporation or association has the right to reside in a particular unit, and to participate in management of the housing.

Covered Families: 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 must participate in an economic self-sufficiency program as a condition for such assistance.

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

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent.

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

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

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

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law

Drug-related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

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

Elderly person: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

Family Rent to Owner: In the voucher program, the portion of rent to owner paid by the family.

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by AHA under AHA's subsidy standards.

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

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, AHA may adopt a payment standard up to the FMR/exception rent limit

Full-time employment: Employment that averages at least 30 hours per week. This can include self-employment as long as the employee earns at least the average of the federal minimum wage over a 30 hour period.

Full-time student: A person who is attending school or vocational training on a full-time basis.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Homeless Family: Any persons who are living in a place not meant for human habitation, in emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided for up to 90 days (it was previously 30 days), and were in shelter or a place not meant for human habitation immediately prior to entering that institution.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

HAP Contract: A written contract between an HA and an owner, in the form prescribed by HUD, in which the HA agrees to make housing assistance under tenant-based programs.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher

Imputed income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority

Initial payment standard: The payment standard at the beginning of the HAP contract term **Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertification when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which AHA has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and AHA.

Legal capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

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

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

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

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Minimum Rent: Families assistance under the Section 8 HCV program pay a monthly "minimum rent" of not more than \$50.00 per month. AHA has the discretion to establish the minimum rent fro \$0.00 to \$50.00. The minimum rent established by AHA is \$50.00.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

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

Net family assets:

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment,

- excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
 - c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
 - d. For purposes of determining annual income under Section 8 Homeownership, the term “net family assets” does not include the value of a home currently being purchased with assistance under the Section 8 Homeownership Program. This exclusion is limited to the first 10 years after the purchase date of the home.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding

Occupancy standards: The standards that AHA establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to AHA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by AHA for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, AHA sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

- A. Has a disability as defined in 42 U.S.C. 423

- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
1. Is expected to be of long-continued and indefinite duration;
 2. Substantially impedes his or her ability to live independently; and
 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

- C Has a developmental disability as defined in 42 U.S.C. 6001

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

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Project Based: Rental assistance that is attached to a structure.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency: A State, county, municipality or other governmental entity or public

body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left. The remaining member of the family must be of legal age (or emancipated).

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity:

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

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

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on AHA waiting list, or admission without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified welfare benefit reduction:

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
 - 3. because a family member has not complied with other welfare agency requirements.

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

Statement of family responsibility: An agreement in the form prescribed by HUD, between AHA and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined

by AHA, from the time when the family submits a request for housing authority approval to lease a unit, until the time when AHA approves or denies the request. Also referred to as tolling.

Temporary Absent Family members: Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant- Based: Rental Assistance that is not attached to a structure.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Total tenant payment (TTP):

- 1 Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act, which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income;
 - c. Minimum rent; or
 - d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.
- 2 If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utilities: Utilities may include water, electricity, (including air conditioning if applicable), gas garbage and sewage services and, where applicable, trash and garbage collection.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. In the certificate program, if the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Verification:

- A. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- B. The three types of verification are:
 - 1. Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
 - 2. Documentation such as a copy of a birth certificate or bank statement
 - 3. Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from AHA waiting list. [24 CFR 982.4]

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).
Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- C. Nonrecurring, short-term benefits that:
 - 1. Are designed to deal with a specific crisis situation or episode of need;
 - 2. Are not intended to meet recurrent or ongoing needs; and
 - 3. Will not extend beyond four months.
- D. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- E. Supportive services such as child care and transportation provided to families who are employed;
- F. Refundable earned income tax credits;
- G. Contributions to, and distributions from, Individual Development Accounts;
- H. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- I. Transportation benefits provided under a Job Access or Reverse Commute project,

pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

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

Welfare -to-Work (WTW) families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

Zero HAP: when a family is re-certified and their income has risen to the point that the total tenant payment exceeds the rent amount plus the utility allowance for the unit, AHA does not make any payment to the landlord and the tenant family is responsible for the full rent. The tenant family remains on the voucher program for 6 months from the last HAP.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
USCIS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

APPENDIX I**SECTION 8 ADMINISTRATIVE PLAN AMENDMENTS
AND/OR REVISION STATEMENT**

AHA reserves the right to amend and revise this Section 8 Administrative Plan from time-to-time in its effort to ensure compliance with changing program regulations and PHA policies and to preserve the integrity of the Section 8 Administrative Plan. Any policy changes shall be in the form of formally adopted amendments and/or full revisions by the Board of Commissioners. In either case, AHA will allow for a 30-day comment period that gives residents and applicants an opportunity to review the proposed policy changes and provide oral and written feedback to AHA, prior to the adoption of any policy amendments and/or revisions to the Section 8 Administrative Plan. Feedback from the comment period will be presented the Board of Commissioners for review. Revising this Section 8 Administrative Plan may also require an amendment to the PHA Plan.

APPENDIX II

PROJECT-BASED VOUCHERS

INTRODUCTION

At the time of approval of this Administrative Plan, AHA does not have any Project-Based Vouchers. However, with the possibility of redevelopment and new development, if AHA should include Project-Based Vouchers as part of its inventory, AHA would use the policies in this appendix for immediate implementation.

This appendix describes HUD regulations and AHA policies related to the project-based voucher (PBV) program in nine parts:

- Part I: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.
- Part II: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors AHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.
- Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.
- Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.
- Part V: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at AHA's discretion.
- Part VI: Selection of PBV Program Participants. This part describes the requirements and policies governing how AHA and the owner will select a family to receive PBV assistance.
- Part VII: Occupancy. This part discusses occupancy requirements related to the lease and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in

any project) are also discussed.

- Part VIII: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.
- Part IX: Payments to Owner. This part describes the types of payments owners may receive under this program.

PART I: GENERAL REQUIREMENTS

I.A. OVERVIEW [24 CFR 983.5]

The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its voucher program budget authority and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. AHA may only operate a PBV program if doing so is consistent with AHA's Annual Plan and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

AHA Policy

AHA may operate a project-based voucher program using up to 20 percent of its budget authority for project-based assistance.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, AHA is not required to reduce the number of these units if the amount of budget authority is subsequently reduced. However, AHA is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC [24 CFR 983.6].

I.B. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of AHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

AHA Policy

Except as otherwise noted in this appendix, or unless specifically prohibited by PBV program regulations, AHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

I.C. RELOCATION REQUIREMENTS [24 CFR 983.7]

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.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. PHAs may not use voucher program funds to cover relocation costs, except that PHAs may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of AHA to ensure the owner complies with these requirements.

I.D. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

AHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, AHA must comply with AHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

PART II: PBV OWNER PROPOSALS

II.A. OVERVIEW

AHA must describe the procedures for owner submission of PBV proposals and for AHA selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, AHA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project[24 CFR 983.56, FR Notice 11/24/08], and meets the site selection standards [24 CFR 983.57].

II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51]

AHA must select PBV proposals in accordance with the selection procedures in AHA administrative plan. AHA must select PBV proposals by either of the following two methods.

- AHA request for PBV Proposals. AHA may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to AHA request. AHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

- AHA may select a proposal that was 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.

Solicitation and Selection of PBV Proposals [24 CFR 983.51(b) and (c)]

AHA procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by AHA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of AHA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

AHA Policy

AHA Request for Proposals for Rehabilitated and Newly Constructed Units

AHA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in The Citizen.

AHA will publish its advertisement in the newspaper mentioned above for at least one day per week for two consecutive weeks. The advertisement will specify the number of units AHA estimates that it will be able to assist under the funding AHA is making available. Proposals will be due in AHA office by close of business 30 calendar days from the date of the publication of the last advertisement.

In order for the proposal to be considered, the owner must submit the proposal to AHA by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

AHA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

- Owner management experience and capability to build or rehabilitate housing as identified in the RFP;
- Extent to which the project furthers AHA's goals of deconcentrating poverty, expanding quality, affordable housing, and expanding economic opportunities;
- If applicable, the extent to which services for special populations are provided on site or in

the immediate area for occupants of the property;

- If applicable, the extent to which units are occupied by families that are eligible to participate in the PBV program.
- Extent to which the application contains evidence that the project is in compliance with zoning ordinances and the extent to which necessary zoning variances are likely and will not delay the project;
- The feasibility of the proposal;
- The marketability and long-term viability of the project both with and without PBV assistance; and
- Owner experience with assisted housing programs.

AHA Requests for Proposals for Existing Housing Units

AHA will advertise its request for proposals (RFP) for existing housing units in The Citizen.

AHA will publish its advertisement in the newspaper mentioned above for at least one day per week for two consecutive weeks. The advertisement will specify the number of units AHA estimates that it will be able to assist under the funding AHA is making available. Proposals will be due in the AHA office by the close of business 30 calendar days from the date of the publication of the last advertisement.

In order for the proposal to be considered, the owner must submit the proposal to AHA by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

AHA will rate and rank proposals for existing housing units using the following criteria:

- Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program;
- Extent to which the project furthers AHA's goals of deconcentrating poverty, expanding quality, affordable housing, and expanding economic opportunities;
- If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property;
- Extent to which units are occupied by families that are eligible to participate in the PBV program; and
- The marketability and long-term viability of the project both with and without PBV assistance.

AHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

AHA will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

AHA may periodically advertise that it is accepting proposals in The Citizen.

In addition to, or in place of advertising, AHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. AHA will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers AHA's goals of deconcentrating poverty, expanding quality, affordable housing, and expanding economic opportunities; and
- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

AHA-owned Units [24 CFR 983.51(e) and 983.59]

An AHA-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 AHA-owned units were appropriately selected based on the selection procedures specified in AHA administrative plan. If AHA selects a proposal for housing that is owned or controlled by AHA, AHA must identify the entity that will review the AHA proposal selection process and perform specific functions with respect to rent determinations and inspections.

In the case of AHA-owned units, the initial contract rent must be approved by an independent entity based on an appraisal by a licensed, state-certified appraiser or an area market study. In addition, housing quality standards inspections must be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for AHA jurisdiction (unless AHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

AHA Policy

AHA may submit a proposal for project-based housing that is owned or controlled by AHA. If the proposal for AHA-owned housing is selected, AHA will obtain HUD approval to use an outside entity to review the selection process prior to selecting the proposal for AHA-owned housing.

AHA may only compensate the independent entity and/or appraiser from AHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). AHA may not use other program receipts to compensate the independent entity and/or appraiser for their services. AHA, independent entity, and/or appraiser may not charge the family any fee for the appraisal or the services provided by the independent entity.

AHA Notice of Owner Selection [24 CFR 983.51(d)]

AHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

AHA Policy

Within 10 business days of AHA making the selection, AHA will notify the selected owner in writing of the owner's selection for the PBV program. AHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

AHA will make available to any interested party its rating and ranking sheets and documents that identify AHA basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. AHA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

AHA will make these documents available for review at AHA during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

II.C. HOUSING TYPE [24 CFR 983.52]

AHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of AHA selection, the units substantially comply with HQS and are likely to remain in substantial compliance for a 10-year period. Units for which new construction or rehabilitation was started in accordance with PBV program requirements do not qualify as existing housing.

AHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. AHA choice of housing type must be reflected in its solicitation for proposals.

II.D. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS Ineligible Housing Types [24 CFR 983.53]

AHA may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, AHA may not attach or pay PBV assistance for a unit occupied by an owner and AHA may not enter into an

agreement to enter into a HAP contract or enter into a HAP contract for a unit occupied by a family ineligible for participation in the PBV program.

Subsidized Housing [24 CFR 983.54]

A PHA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A federal public housing unit;
- A unit subsidized with any other form of Section 8 assistance; A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities; Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance (as defined by 24 CFR 982.1(b)(2) e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42. U.S.C. 12701 et seq.);
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or AHA in accordance with HUD requirements.

II.E. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55, FR Notice 11/24/08]

AHA may provide PBV assistance only in accordance with HUD subsidy layering regulations [24 CFR 4.13] and other requirements.

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

AHA must submit the necessary documentation to HUD for a subsidy layering review. Except in cases of HAP contracts for existing structures, or if such reviews have been conducted by the applicable state and local agencies, AHA may not enter into an agreement to enter into a HAP contract or a HAP contract until HUD (or an independent entity approved by HUD) has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition,

development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT 25 Percent per Project/Building Cap [24 CFR 983.56(a), FR Notice 11/24/08]

In general, AHA may not select a proposal to provide PBV assistance for units in a project/building or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project/building, if the total number of dwelling units in the project/building that will receive PBV assistance during the term of the PBV HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the project/building.

Exceptions to 25 Percent per Project Cap [24 CFR 983.56(b), FR Notice 11/24/08]

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

- The units are in a single-family building (one to four units);
- The units are excepted units in a multifamily building because they are specifically made available for elderly or disabled families or families receiving supportive services (also known as qualifying families).

AHA must include in its administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. It is not necessary that the services be provided at or by the project, if they are approved services. To qualify, a family must have at least one member receiving at least one qualifying supportive service. AHA may not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered.

If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in AHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

AHA must monitor the excepted family's continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. AHA administrative plan must state the form and frequency of such monitoring.

AHA Policy

AHA may choose to provide assistance for excepted units as specified in an RFP.

Promoting Partially-Assisted Buildings [24 CFR 983.56(c)]

A PHA may establish local requirements designed to promote PBV assistance in partially assisted

buildings. A partially assisted building is a building in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

A PHA may establish a per-building cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily building containing excepted units or in a single-family building. A PHA may also determine not to provide PBV assistance for excepted units, or AHA may establish a per-building cap of less than 25 percent.

AHA Policy

AHA may impose a cap on the number of PBV units assisted per building as specified in an RFP.

II.G. SITE SELECTION STANDARDS

Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]

AHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into a HAP contract or HAP contract for units on the site, unless AHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with AHA Plan under 24 CFR 903 and AHA administrative plan.

In addition, prior to selecting a proposal, AHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(l).

AHA Policy

It is AHA's goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal AHA will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 25 percent or less.

However, AHA will grant exceptions to the 25 percent standard where AHA determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 25 percent, such as sites in:

- A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;
- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;
- A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;

- A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;
- A census tract where there has been an overall decline in the poverty rate within the past five years; or
- A census tract where there are meaningful opportunities for educational and economic advancement.

Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]

AHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless AHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;

- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

II.H. ENVIRONMENTAL REVIEW [24 CFR 983.58]

AHA activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The responsible entity is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). AHA may not enter into an agreement to enter into a HAP 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.

AHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and AHA, 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.

AHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. AHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

PART III: DWELLING UNITS

III.A. OVERVIEW

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Lead-based Paint [24 CFR 983.101(c)]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. AHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

III.D. INSPECTING UNITS**Pre-selection Inspection [24 CFR 983.103(a)]**

AHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, AHA must inspect all the units before the proposal selection date and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, AHA may not execute the HAP contract until the units fully comply with HQS.

Pre-HAP Contract Inspections [24 CFR 983.103(b)]

AHA must inspect each contract unit before execution of the HAP contract. AHA may not enter into a HAP contract covering a unit until the unit fully complies with HQS.

Turnover Inspections [24 CFR 983.103(c)]

Before providing assistance to a new family in a contract unit, AHA must inspect the unit. AHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

Annual Inspections [24 CFR 983.103(d)]

At least annually during the term of the HAP contract, AHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not

counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fails the initial inspection, AHA must reinspect 100 percent of the contract units in the building.

Other Inspections [24 CFR 983.103(e)]

AHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. AHA must take into account complaints and any other information coming to its attention in scheduling inspections.

AHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting AHA supervisory quality control HQS inspections, AHA should include a representative sample of both tenant-based and project-based units.

Inspecting AHA-owned Units [24 CFR 983.103(f)]

In the case of AHA-owned units, the inspections must be performed by an independent agency designated by AHA and approved by HUD. The independent entity must furnish a copy of each inspection report to AHA and to the HUD field office where the project is located. AHA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by AHA-owner.

PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS

IV.A. OVERVIEW [24 CFR 983.151]

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.

Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.

IV.B. AGREEMENT TO ENTER INTO HAP CONTRACT

In order to offer PBV assistance in rehabilitated or newly constructed units, AHA must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(a)].

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and

AHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, AHA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(b)].

Content of the Agreement [24 CFR 983.152(c)]

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
 - Number of contract units by area (size) and number of bedrooms and bathrooms;
 - Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
 - Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
 - An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
 - Estimated initial rents to owner for the contract units;
 - Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by AHA, specifications and plans. For new construction units, the description must include the working drawings and specifications.
 - Any additional requirements for quality, architecture, or design over and above HQS.
- Execution of the Agreement [24 CFR 983.153, FR Notice 11/24/08]**

The Agreement must be executed promptly after AHA notice of proposal selection to the selected owner. Generally, AHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, AHA may not enter into the Agreement until the environmental review is completed and AHA has received environmental approval. However, the PHA does not need to conduct a subsidy layering review in the case of a HAP contract for an existing structure 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.

AHA Policy

AHA will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

IV.C. CONDUCT OF DEVELOPMENT WORK

Labor Standards [24 CFR 983.154(b)]

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. AHA must monitor compliance with labor standards.

Equal Opportunity [24 CFR 983.154(c)]

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

Owner Disclosure [24 CFR 983.154(d) and (e)]

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

IV.D. COMPLETION OF HOUSING

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Evidence of Completion [24 CFR 983.155(b)]

At a minimum, the owner must submit the following evidence of completion to AHA in the form and manner required by AHA:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At AHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

AHA Policy

AHA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. AHA will

specify any additional documentation requirements in the Agreement to enter into HAP contract.

AHA Acceptance of Completed Units [24 CFR 983.156]

Upon notice from the owner that the housing is completed, AHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. AHA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, AHA must not enter into the HAP contract.

If AHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, AHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

V.A. OVERVIEW

AHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The HAP contract must be in the form required by HUD [24 CFR 983.202].

V.B. HAP CONTRACT REQUIREMENTS

Contract Information [24 CFR 983.203, FR Notice 11/24/08]

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;

- The number of units in any project that will exceed the 25 percent per project cap, which will be set-aside for occupancy by qualifying families; and
- The initial rent to owner for the first 12 months of the HAP contract term.

Execution of the HAP Contract [24 CFR 983.204]

AHA may not enter into a HAP contract until each contract unit has been inspected and AHA has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after AHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after AHA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

AHA Policy

For existing housing, the HAP contract will be executed within 10 business days of AHA determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of AHA determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

Term of HAP Contract [24 CFR 983.205, FR Notice 11/24/08]

AHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 10 years.

AHA Policy

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

Within one year before expiration of the HAP contract, AHA may extend the term of the contract for an additional term of up to 5 years if AHA determines an extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. 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.

AHA Policy

When determining whether or not to extend an expiring PBV contract, AHA will consider several factors including, but not limited to:

- The cost of extending the contract and the amount of available budget authority; The condition of the contract units;
- The owner's record of compliance with obligations under the HAP contract and lease(s);

- Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and
- Whether the funding could be used more appropriately for tenant-based assistance.

Termination by AHA [24 CFR 983.205(c)]

The HAP contract must provide that the term of AHA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by AHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, AHA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

Termination by Owner [24 CFR 983.205(d), FR Notice 11/24/08]

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 AHA. In this case, families living in the contract units must be offered tenant-based assistance.

At their discretion AHA may specify in the HAP contract the maximum rent on a unit will be less than the initial rent.

Remedies for HQS Violations [24 CFR 983.207(b)]

AHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If AHA determines that a contract does not comply with HQS, AHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

AHA Policy

AHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program.

V.C. AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units [24 CFR 983.206(a)]

At AHA'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 building for a previously covered contract unit. Before any such substitution can take place, AHA must inspect the proposed unit and determine the reasonable rent for the unit.

Addition of Contract Units [24 CFR 983.206(b)]

At AHA's discretion and subject to the restrictions on the number of dwelling units that can receive PBV assistance per building and on the overall size of AHA's PBV program, a HAP contract may be amended during the three-year period following the execution date of the HAP contract to add additional PBV units in the same building. This type of amendment is subject to all PBV program requirements except that a new PBV proposal is not required.

AHA Policy

AHA will consider adding contract units to the HAP contract when AHA determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:

- The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and
- Voucher holders are having difficulty finding units that meet program requirements.

V.D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.206(c) and 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

V.E. OWNER RESPONSIBILITIES UNDER THE HAP [24 CFR 983.209]

When the owner executes the HAP contract s/he 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 AHA, 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; and
- The family does not own or have any interest in the contract unit.

V.F. ADDITIONAL HAP REQUIREMENTS

Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.207(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 AHA 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.

AHA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

AHA Policy

AHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. AHA will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

Vacancy Payments [24 CFR 983.352(b)]

At the discretion of AHA, the HAP contract may provide for vacancy payments to the owner for a AHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by AHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the

owner (including amounts available from the tenant's security deposit).

AHA Policy

AHA will decide on a case-by-case basis if AHA will provide vacancy payments to the owner. The HAP contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments.

PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS

VI.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.

VI.B. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

AHA may select families for the PBV program from those who are participants in AHA's tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and AHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to AHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. An applicant family must also meet HUD requirements related to current or past criminal activity.

AHA Policy

AHA will determine an applicant family's eligibility for the PBV program in accordance with the policies used in the tenant-based voucher program.

In-Place Families [24 CFR 983.251(b)]

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by AHA is considered an "in-place family." These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place

family must be placed on AHA's waiting list. Once the family's continued eligibility is determined (AHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and AHA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income 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.

VLC. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

AHA may establish a separate waiting list for PBV units, or it may use the same waiting list for both tenant-based and PBV assistance. AHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by AHA. If AHA chooses to offer a separate waiting list for PBV assistance, AHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If AHA decides to establish a separate PBV waiting list, AHA may use a single waiting list for AHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

AHA Policy

AHA will establish and manage a separate waiting list for individual projects or buildings that are receiving PBV assistance. AHA may keep the waiting list open for families that meet particular preferences and are referred to AHA for placement on the waiting list by project management/owners. If current families on the waiting list do not meet specific program criteria, AHA may accept applications limited to eligible families to ensure the units in the project-based voucher properties are fully occupied.

VLD. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

Applicants who will occupy units with PBV assistance must be selected from AHA's waiting list. AHA may establish selection criteria or preferences for occupancy of particular PBV units.

Income Targeting [24 CFR 983.251(c)(6)]

At least 75 percent of the families admitted to AHA's tenant-based and project-based voucher programs during AHA fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, AHA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d), FR Notice 11/24/08]

AHA 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. AHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B., above.

Although AHA is prohibited from granting preferences to persons with a specific disability, AHA may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and
- For whom such services cannot be provided in a non-segregated setting.

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If AHA has projects with more than 25 percent of the units receiving project-based assistance because those projects include “excepted units” (units specifically made available for elderly or disabled families, or families receiving supportive services), AHA must give preference to such families when referring families to these units [24 CFR 983.261(b)].

AHA Policy

AHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for “excepted units,” mobility impaired persons for accessible units). In addition, AHA will use the same selection preferences for the PBV program that are used for the tenant-based voucher program.

VLE. OFFER OF PBV ASSISTANCE Refusal of Offer [24 CFR 983.251(e)(3)]

AHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant’s place on the waiting list based on preference, date, and time of application, or other factors affecting selection under AHA’s selection policy;
- Remove the applicant from the tenant-based voucher waiting list.

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner’s units, such rejection may not affect

the family's position on the tenant-based voucher waiting list.

Acceptance of Offer [24 CFR 983.252]

Family Briefing

When a family accepts an offer for PBV assistance, AHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, AHA must provide a briefing packet that explains how AHA 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, AHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, AHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

AHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

VI.F. 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(b)].

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 AHA from AHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on AHA's subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify AHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, AHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. AHA and the owner must make reasonable

efforts to minimize the likelihood and length of any vacancy.

AHA Policy

The owner must notify AHA in writing (mail, fax, or e-mail) within 5 business days of learning about any vacancy or expected vacancy.

AHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]

If any contract units have been vacant for 120 or more days since owner notice of the vacancy, AHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

AHA Policy

If any contract units have been vacant for 120 days, AHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. AHA will provide the notice to the owner within 10 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of AHA's notice.

VI.G. TENANT SCREENING [24 CFR 983.255]

AHA Responsibility

AHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, AHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

AHA Policy

AHA will not conduct screening on the owner's behalf to determine a PBV applicant family's suitability for tenancy.

AHA must provide the owner with an applicant family's current and prior address (as shown in AHA records) and the name and address (if known by AHA) of the family's current landlord and any prior landlords.

In addition, AHA may offer the owner other information AHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. AHA must provide applicant families a description of AHA policy on providing information to owners, and AHA must give the same types of information to all owners.

AHA Policy

AHA 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. AHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.

PART VII: OCCUPANCY**VII.A. OVERVIEW**

After an applicant has been selected from the waiting list, determined eligible by AHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

VII.B. LEASE [24 CFR 983.256]

The tenant must have legal capacity to enter a lease under state and local law. Legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Form of Lease [24 CFR 983.256(b)]

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as an AHA model lease.

AHA may review the owner's lease form to determine if the lease complies with state and local law. If AHA determines that the lease does not comply with state or local law, AHA may decline to approve the tenancy.

Lease Requirements [24 CFR 983.256(c)]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner; and
- The amount of any charges for food, furniture, or supportive services.

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 AHA (the names of family members and any AHA-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(f) and 983.257(b)]

The initial lease term must be for at least one year. Upon expiration of the lease, an owner may renew the lease, refuse to renew the lease for "good cause," or refuse to renew the lease without good cause. If the owner refuses to renew the lease without good cause, AHA must provide the family with a tenant-based voucher and remove the unit from the PBV HAP contract.

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 AHA a copy of all changes.

The owner must notify AHA 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 AHA and in accordance with the terms of the lease relating to its amendment. AHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective

date of the change.

Owner Termination of Tenancy [24 CFR 983.257]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Non-Compliance with Supportive Services Requirement [24 CFR 983.257(c), FR Notice 11/24/08]

If a family is living in a project-based unit that is excepted from the 25 percent per project cap on project-basing because of participation in a supportive services program (e.g., Family Self-Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The owner may specify in the lease a maximum period of tenant absence from the unit that is shorter than the maximum period permitted by AHA 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.

Security Deposits [24 CFR 983.258]

The owner may collect a security deposit from the tenant. AHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

AHA Policy

AHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

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

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

If the security deposit does not cover the amount owed by the tenant under the lease, the owner

may seek to collect the balance from the tenant. AHA has no liability or responsibility for payment of any amount owed by the family to the owner.

VII.C. MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.259]

If AHA determines that a family is occupying a wrong size unit, based on AHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, AHA must promptly notify the family and the owner of this determination, and AHA must offer the family the opportunity to receive continued housing assistance in another unit.

AHA Policy

AHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of AHA's determination. AHA 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 AHA offers the family a tenant-based voucher, AHA must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by AHA).

If AHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by AHA, or both, AHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by AHA.

AHA Policy

When AHA 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, AHA will terminate the housing assistance payments at the expiration of this 30-day period.

AHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move [24 CFR 983.260]

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 AHA. If the family wishes to move with continued tenant-based assistance, the family must contact AHA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, AHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, AHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

VII.D. EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.261, FR Notice 11/24/08]

AHA may not pay housing assistance under a PBV HAP contract for more than 25 percent of the number of dwelling units in a project unless the units are [24 CFR 983.56]:

- In a single-family building;
- Specifically made available for elderly or disabled families; or
- Specifically made available for families receiving supportive services as defined by AHA. At least one member must be receiving at least one qualifying supportive service.

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined as defined by AHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a "qualifying family" in connection with the 25 percent per project cap exception (e.g., the family does not successfully complete supportive services requirements, or due to a change in family composition the family is no longer elderly or disabled), must vacate the unit within a reasonable period of time established by AHA, and AHA must cease paying housing assistance payments on behalf of the non-qualifying family.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by AHA.

AHA Policy

AHA will not provide PBV assistance for excepted units.

PART VIII: DETERMINING RENT TO OWNER**VIII.A. OVERVIEW**

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner's request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

VIII.B. RENT LIMITS [24 CFR 983.301]

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by AHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Certain Tax Credit Units [24 CFR 983.301(c), FR Notice 11/24/08]

For certain tax credit units, the rent limits are determined differently than for other PBV units. These 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 building, 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 an AHA-determined amount (not to exceed 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.

However, PHAs are permitted to use the higher Section 8 rent for a tax credit unit if the tax credit rent is less than the amount that would be permitted under Section 8. In these cases, Section 8 rent reasonableness requirements must continue to be met.

Definitions

A *qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

Tax credit rent is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

When determining the initial rent to owner, AHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, AHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, AHA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment standard amount for use in the PBV program.

Likewise, AHA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

AHA Policy

Upon written request by the owner, AHA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. AHA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, AHA may decide to use the FMR or

utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if AHA determines it is necessary due to AHA budgetary constraints.

Redetermination of Rent [24 CFR 983.302]

AHA must redetermine the rent to owner upon the owner's request or when there is a five percent or greater decrease in the published FMR.

Rent Increase

If an owner wishes to request an increase in the rent to owner from AHA, it must be requested at the annual anniversary of the HAP contract (see Section V.D.). The request must be in writing and in the form and manner required by AHA. AHA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

AHA Policy

An owner's request for a rent increase must be submitted to AHA 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

AHA 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. However, AHA may stipulate in the HAP contract that the maximum rent on a unit will not be less than the initial rent.

Notice of Rent Change

The rent to owner is redetermined by written notice by AHA to the owner specifying the amount of the redetermined rent. AHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

AHA Policy

AHA will provide the owner with at least 30 days written notice of any change in the amount of

rent to owner.

AHA-owned Units [24 CFR 983.301(g)]

For AHA-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. AHA must use the rent to owner established by the independent entity.

VIII.C. 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 AHA.

When Rent Reasonable Determinations are Required

AHA must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a five percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- AHA 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
- There is any other change that may substantially affect the reasonable rent.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, AHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by AHA. The comparability analysis may be performed by AHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

AHA-owned Units

For AHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for AHA-owned units to AHA and to the HUD field office where the project is located.

Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, AHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

VIII.D. EFFECT OF OTHER SUBSIDY AND RENT CONTROL

In addition to the rent limits discussed in Section VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not eligible to receive PBV assistance (see Section II.D).

Other Subsidy [24 CFR 983.304]

At its discretion, AHA may reduce the initial rent to owner because of other governmental subsidies, including grants and other subsidized financing.

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.

Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

Rent Control [24 CFR 983.305]

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

PART IX: PAYMENTS TO OWNER**IX.A. HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]**

During the term of the HAP contract, AHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and AHA agree on a later date.

Except for discretionary vacancy payments, AHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by AHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

IX.B. VACANCY PAYMENTS [24 CFR 983.352]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if AHA determines that the vacancy is the owner's fault.

AHA Policy

If AHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to the keep the housing assistance payment, AHA will notify the landlord of the amount of housing assistance payment that the owner must repay. AHA will require the owner to repay the amount owed in accordance with the policies in Section IV.B.

At the discretion of AHA, the HAP contract may provide for vacancy payments to the owner. AHA may only make vacancy payments if:

- The owner gives AHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;

- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by AHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by AHA and must provide any information or substantiation required by AHA to determine the amount of any vacancy payment.

AHA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified AHA of the vacancy in accordance with the policy in Section VI.F. regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and AHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by AHA within 10 business days of AHA's request, no vacancy payments will be made.

IX.C. TENANT RENT TO OWNER [24 CFR 983.353]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by AHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in AHA 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 AHA 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 AHA. The owner must immediately return any excess payment to the tenant.

Tenant and AHA 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 AHA.

Likewise, AHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. AHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. AHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, AHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

AHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If AHA chooses to pay the utility supplier directly, AHA must notify the family of the amount paid to the utility supplier.

AHA Policy

AHA will pay the utility reimbursement directly to the utility supplier

IX.D. OTHER FEES AND CHARGES [24 CFR 983.354]**Meals and Supportive Services**

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

APPENDIX III

AUBURN HOUSING AUTHORITY AFFIRMATIVELY FURTHERING FAIR HOUSING PLAN

In accordance with all state and federal fair housing laws and in furtherance of the Auburn Housing Authority's commitment to non-discrimination, fair and equal opportunity in housing, AHA establishes procedures to affirmatively further fair housing in all of our housing programs. These procedures are intended to advance the objectives of Title VIII of the Civil Rights Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act, American's with Disabilities Act of 1990, New York Human Rights Law, and other laws as appropriate. A requirement for participating in HUD's many housing and community development programs and one of AHA's guiding principles, Affirmatively Furthering Fair Housing is assured through our continued practice to promoting Fair Housing policies. The Auburn Housing Authority will promote fair housing by ensuring outreach to all potentially eligible households. AHA staff will engage in ongoing efforts to provide services and activities in a nondiscriminatory manner and will attend Fair Housing seminars as offered by the industry.

Auburn Housing Authority is a governmental agency, which has a principal place of business located at 20 Thornton Avenue, Auburn, NY 13021. We currently own and/or manage the following properties:

Melone Village	188 units of State public housing regulated by NYSHCR
Brogan Manor	88 units of tax credit housing restructured and redeveloped by AHA in 2013
Olympia Terrace	50 units of Federal public housing regulated by HUD
Merriman Street	28 units of housing for homeless single women and families by NYS OTDA

AHA also administers a Section 8 Housing Choice Voucher rental assistance program that consists of 394 housing choice vouchers, 5 Shelter Plus Care vouchers for the chronically homeless and disabled, and up to 10 VASH vouchers for homeless veterans. AHA partners with many agencies throughout Cayuga County to provide services and programming to its program participants and residents.

1. OVERCOMING THE EFFECTS OF THE IMPEDIMENTS OF FAIR HOUSING THAT WERE IDENTIFIED IN THE CITY OF AUBURN'S ANALYSIS OF IMPEDIMENTS (AI) TO FAIR HOUSING

Analysis of Impediments (AI) is a review of impediments or barriers that affect the rights of fair housing choice. It covers public and private policies, practices, and procedures affecting housing choice. Impediments to fair housing choice are defined as any actions, omissions, or decisions that restrict, or have the effect of restricting, the availability of

housing choices, based on race, color, religion, sex, disability, familial status, or national origin. The AI serves as the basis for fair housing planning, provides essential information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates, and assists in building public support for fair housing efforts. Conducting an analysis of impediments is a required component of the city's Consolidated Plan. The Auburn Housing Authority ensures that we overcome the effects of the impediments to fair housing that were identified in the city's Analysis of Impediments to Fair Housing by:

- Examining our programs or proposed programs; identify any impediments to fair housing choice; and address those impediments in a reasonable manner;
- Working with the city to implement any initiatives to affirmatively further fair housing that requires our involvement;
- Maintaining accurate records reflecting review of our housing and programs and our proposed solutions;
- Reviewing the State and City laws, regulations, and administrative policies, procedures, and practices;
- Assessment of how those laws affect the location, availability, and accessibility of housing;
- Evaluating of conditions, both public and private, affecting fair housing for all protected classes;
- Assessment of the availability of affordable, accessible housing in a range of unit sizes

2. PROMOTING FAIR HOUSING RIGHTS AND FAIR HOUSING CHOICE

To ensure that our tenants/participants and prospective tenants/participants benefit from the laws enacted to mandate the promotion of fair housing rights, we have put in place an affirmative program that will attract potential participants or tenants of all minority and non-minority groups within the housing market, regardless of race, color, religion, sex, national origin, disability, or familial status. The purpose of such programs is to provide services designed to affirmatively further the fair housing objectives stated in **Title VIII of the Fair Housing Act**. We partner with agencies who promote this cause. Examples of such action include:

- Use of the **Equal Housing Opportunity Logo** and the equal housing opportunity statement;
- Educate persons within an organization about fair housing and their obligations to follow nondiscrimination laws;
- Conduct outreach to advocacy groups (i.e. disability rights groups) on the availability of housing;
- Outreach to housing providers in non-minority and poverty concentrated areas;
- Prohibit discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance;

- Prohibit discrimination based on disability in any program or activity receiving federal financial assistance;
- Prohibit discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals;
- Ensure that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons;
- Prohibit discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds;
- Eliminate to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities

3. ACCESSIBILITY/ADAPTABILITY POLICIES

- AHA encourages requests for reasonable accommodation to be submitted in writing. Alternatively, tenants may verbally request reasonable accommodations. In cases where the request is made verbally, management will write down the request, ask the tenant/participant to review it and if correct, sign. For properties owned and/or managed by AHA requests for minor items such as grab bars, toilet seats, and lever faucet handles, the site manager has authorization to approve and arrange for installation. For items of significance, either monetary or due to structural concerns, the item is passed to the Executive Director of the management company for review. Section 8 Housing Choice Voucher reasonable accommodation requests will be forwarded to the landlord/owner. AHA will advocate on behalf of the program participant, but cannot require them to grant the request or make a modification. If the reasonable accommodation is not allowed, AHA will request that the landlord/owner allow the participant to locate alternative housing with proper notice.
- AHA has a Telecommunication Device for the Deaf (TDD) device available at its main office for applicants, tenants and participants who are hearing impaired. AHA will employ the services of a sign language interpreter as needed.

If an applicant, tenant or participant is sight impaired, AHA will provide a reader or have printed materials translated into Braille documents as needed.

- Complexes owned/managed by AHA will give priority for fully accessible units to persons who are in need of the special design features of those units. Priority will be given first to those who already reside in the complex and have notified management that they are in need of a fully accessible unit.

- When a person not in need of a fully equipped accessible unit occupies such a unit (complex owned or managed by AHA), they will be required to sign a tenancy addendum which states that they must relocate to any other vacant unit, when such a unit becomes available, if there is an income qualified household on the wait list for the fully equipped accessible unit they currently occupy.
- Whenever possible, AHA will seek written verification of an applicant's, tenant's or participant's disability from a qualified medical professional, or other person with knowledge of the applicant's, tenant's or participant's physical or mental disability. Verification will be sought only to the extent needed to verify the applicant's, tenant's or participant's eligibility and/or need for accessibility features that may be available at the complex. Verification will be required only after a tenant or applicant has asked that their disability be considered by management.

4. MARKETING ACTIVITIES

AHA will advertise the availability of housing and housing assistance programs to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e. newspapers, brochures, websites,) within the marketing area. All printed material will include the Equal Housing Opportunity and Accessibility logos. Radio and television ads will not be used.

The local newspaper of general circulation is The Citizen, 25 Dill Street, Auburn, NY 13021, which serves all of Cayuga County.

There are no minority publications in the market area but should one become available, we will advertise there. The Citizen has the highest readership rate among Least Likely to Apply (LLA) populations in Cayuga County. Ads will be placed in the The Citizen and in The Citizen's annual publication, "Living in Cayuga County" Community Directory.

	Percentage of Readership						
Media	White	Black	Hispanic	Asian	American Indian or Alaskan Native	Native Hawaiian Or Other Pacific Islander	Age 18 And Over
The Citizen	94.0	3.0	2.0	0.8	0.2	0.0	98

All newspaper advertisements will be display format and will vary in size. Advertisements will include basic marketing information, including how to obtain an application. Advertising will be done on an as-needed basis, but no less than annually. All advertising materials will display both

the Fair Housing Opportunity and Accessibility logos.

A list of community contacts that serve the LLA populations and/or disabled populations will be maintained and used to provide information regarding complex vacancies and waitlist opening and closing dates.

Outreach organizations will be contacted by phone, by mail, or in person at community meetings, including Homeless Taskforce, Community Networking, and Creating Healthy Places Coalition meetings. Copies of brochures, signs, and fliers regarding the availability of affordable housing and housing programs information will be placed in selected areas, including city and county offices, social services offices, faith-based nonprofits, human services agencies, laundromats, daycare centers, Section 8 Housing Choice Voucher administrators, and food pantries.

ARISE Cayuga/Seneca County, a private, not-for-profit resource center that provides advocacy, information and referrals as well as a variety of direct service programs for individuals with disabilities, will provide management with a sufficient number of disabled households to occupy the fully accessible and adapted units at the complex. ARISE will also provide appropriate services to tenants who are mobility, hearing, or vision impaired, including case management, peer advocacy, transportation, representative payee/benefits advisement, or Medicaid service coordination.

5. ASSESSMENT OF MARKETING EFFORTS

- The effectiveness of the marketing efforts will be evaluated based on the number of inquiries and applications received.
- The application provides information concerning the race/ethnic origin of the applicant and is logged on the waiting list. This information can then be analyzed on an annual basis. AHA will then compare the results of reaching the LLA populations (African American and Hispanic) with the percentage of LLA for the Census Tract, the City of Auburn, and Cayuga County. AHA will re-direct its marketing efforts if necessary to meet these special outreach goals. Corrective measures may include additional print advertising, informational sessions to be held at organizations known to serve LLA populations, or television advertising.

6. FAIR HOUSING EXPERIENCE/TRAINING

It is the policy of AHA that fair housing training is conducted for its employees every two years by the Fair Housing Council of Central New York. It is mandatory that all site managers, program administrators and executive management attend this training.

The Housing Authority will internally review files on an annual basis to ensure compliance with

rental procedures, affirmative marketing procedures, and resident selection procedures.

7. RECORD KEEPING

AHA will keep records of the following, at a minimum:

- Copies of all advertisements of all newspaper publications with affidavits of publication where possible;
- Copies of all flyers, brochures, etc. used in the marketing of the complexes owned or managed by the housing authority and programs administered by the housing authority;
- All correspondence sent to community contracts and special interest groups providing referrals to Auburn housing Authority

APPENDIX IV

RESIDENT'S REASONABLE ACCOMMODATION REQUEST FORM

Auburn Housing Authority (AHA) is committed to the letter and spirit of the Fair Housing Act, which, among other things, prohibits discrimination against persons with disabilities. In accordance with our statutory responsibilities and management policies, we will make reasonable accommodations in our rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy our housing. If you are requesting such an accommodation, please fill out this form and return it to Auburn Housing Authority. **PLEASE NOTE THAT VIOLATING AHA POLICIES PRIOR TO GAINING APPROVAL FOR A REASONABLE ACCOMMODATION WILL RESULT IN TERMINATION OF TENANCY.**

Resident's Name: _____

Resident's Address: _____

Date of Request: _____

Please describe the accommodation (exception to our usual rule or policy) that you are requesting:

1. Do you consider yourself disabled?

The Fair Housing Act defines disability as a physical or mental impairment that **substantially** limits one or more major life activities. The Supreme Court has determined that to meet this definition a person must have **an impairment that prevents or severely restricts the person from doing activities that are of central importance in most peoples' daily lives.**

YES NO

2. Please describe how the requested accommodation is necessary for use and enjoyment of your apartment. Specifically, please address whether or not you can continue to reside in the apartment without the accommodation. If needed, you may write on the back of this form or attach additional sheets of paper.

Please return this request to the main office at 20 Thornton Avenue and sign the attached Verification Form that we will send to the professional third party verifier identified below:

Name: _____

Position: _____

Address: _____

Email: _____

Phone: _____ Fax: _____

REASONABLE ACCOMMODATION VERIFICATION FORM

The Auburn Housing Authority provides reasonable accommodations to residents with disabilities who have verifiable need for the reasonable accommodation. A reasonable accommodation is an exception made to the usual rule or policies made necessary because of a disability for the resident to use and enjoy our apartments. The following resident has authorized you to provide the information requested on this form:

Name of Resident: _____

Date of Birth: _____

Accommodation Requested: _____

Signature of Resident: _____

This signature authorizes the verifier to provide answers to the questions below to the best of his/her knowledge of this resident.

1. Is the resident disabled?

*The Fair Housing Act defines disability as a physical or mental impairment that **substantially** limits one or more major life activities. The Supreme Court has determined that to meet this definition a person must have **an impairment that prevents or severely restricts the person from doing activities that are of central importance in most peoples' daily lives.***

YES NO I DON'T KNOW

2. Please describe how the disability restricts the resident in his/her use of his/her **apartment**?

3. Does the resident require the accommodation requested above to be able to live or continue to live in his/her apartment? **In other words, will the resident be forced to relocate if the request is denied?**

YES NO I DON'T KNOW

4. If YES, please describe in detail how the accommodation will enable the resident to use his/her apartment and why the resident would no longer be able to reside in the apartment in the absence of the accommodation.

5. If necessary, are you willing to testify in a court of law, **under penalty of perjury**, concerning the information provided in this form? YES NO

Please return this Verification Form to the Auburn Housing Authority's main office at 20 Thornton Avenue, Auburn, New York 13021 or fax it to our attention at (315) 252-0399. The Housing Authority may follow up to request additional information. If you have any questions regarding this form, please do not hesitate to contact us at (315) 253-6249.

Name & Position: _____

Signature & Date: _____

Address: _____

Email: _____

Phone: _____ Fax: _____

APPENDIX V

AUBURN HOUSING AUTHORITY **LIMITED ENGLISH PROFICIENCY (LEP) PLAN**

1. PLAN STATEMENT

The Auburn Housing Authority (AHA) has adopted this plan to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). In accordance with federal guidelines, AHA will make reasonable efforts to provide or arrange free language assistance for its LEP clients, including applicants, recipients, and/or persons eligible for public housing, Section 8/Housing Choice Vouchers, and other AHA programs.

2. MEANINGFUL ACCESS; FOUR-FACTOR ANALYSIS

Meaningful access is free language assistance in accordance with federal guidelines. AHA will periodically assess and update the following four-factor analysis, including but not limited to:

- a. The number or proportion of LEP persons eligible to be served or likely to be encountered by AHA.
- b. The frequency with which the LEP persons using a particular language come into contact with AHA.
- c. The nature and importance of the AHA program, activity, or service to the person's life.
- d. AHA's resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits.

3. LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English may be a Limited English Proficient (LEP) person and may be entitled to language assistance with respect to AHA programs and activities.

Language assistance includes interpretation: the oral or spoken transfer of a message from one language into another language and or translation: the written transfer of a message from one language into another language. AHA will determine when interpretation and/or translation are needed and are reasonable.

PHA staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance, and AHA determines that the client is an LEP person and that

language is necessary to provide meaningful access, AHA will make reasonable efforts to provide free language assistance. If reasonably possible, AHA will provide the language assistance in the LEP client's preferred language.

AHA has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

AHA will periodically assess client needs for language assistance based on requests for interpreters and/or translation, as well as literacy skills of clients.

4. TRANSLATION OF DOCUMENTS

AHA will weigh the costs and benefits of translating documents for potential LEP groups, considering the expense of translating the documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the apparent literacy rate in an LEP group, and other relevant factors. AHA will undertake this examination when an eligible LEP group constitutes five percent (5%) of an eligible client group (for example, 5% of households living in AHA's public housing) or 30 persons, whichever is less.

If AHA determines that translation is necessary and appropriate, AHA will translate the public housing lease and selected mailings and documents of vital importance into that language.

As opportunities arise, AHA may work with other housing authorities or community service providers to share the costs of translating common documents, which may include language groups that do not yet reach the threshold level in AHA's client population.

AHA will consider technological aids such as Internet-based translation services which may provide helpful, although perhaps not authoritative, translations of written materials.

5. FORMAL INTERPRETERS

When necessary to provide meaningful access for LEP clients, AHA will provide qualified interpreters, including AHA bilingual staff and contract vendors. At important stages that require one-on-one contact, written translation and verbal interpretation services will be provided consistent with the four-factor analysis referenced above.

AHA may require formal interpreters to certify to the following:

- a. The interpreter understood the matter communicated and rendered a competent interpretation.

- b. The interpreter will not disclose non-public data without written authorization from the client.

Formal interpreters (non-AHA staff) shall be used at the following:

- a. Informal hearings for denial of admission to public housing;
- b. Informal hearings for denial of Housing Choice Voucher (Section 8) assistance;
- c. Formal hearings for termination of public housing;
- d. Formal hearings concerning termination of Housing Choice Voucher (Section 8) participation.

6. INFORMAL INTERPRETERS

Informal interpreters may include the family members, friends, legal guardians, service representatives, or advocates of the LEP client. AHA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However, in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency, or conflict of interest.

An LEP person may use an informal interpreter of their own choosing and at their expense, either in place of or as a supplement to the free language assistance offered by AHA. If possible, AHA should accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.

If an LEP client prefers an informal interpreter, after AHA has offered free interpreter services, the informal interpreter may interpret. In these cases, the client and interpreter must sign a waiver of free interpreter services.

If an LEP client wants to use their own informal interpreter, AHA reserves the right to also have a formal interpreter present.

7. OUTSIDE RESOURCES

Outside resources may include community volunteers, AHA residents, Housing Choice Voucher/Section 8 participants, and employees from community agencies.

Outside resources may be used for interpreting services at public meetings or events if a timely request is made.

8. MONITORING

AHA will review and revise this LEP Plan from time to time. The review will include:

- a. Reports from AHA's software systems on the number of AHA clients who are LEP. Such reports may be supplemented by staff observations.
- b. Other sources listing the languages used by LEP clients.
- c. A determination as to whether 5 percent or 30 persons from the AHA client group speak a specific language, which triggers consideration of document translation needs as described above.
- d. Analysis of staff requests for contract interpreters: number of requests, languages requested costs, etc.

9. LEP PLAN DISTRIBUTION AND TRAINING

The LEP Plan will be:

- a. Distributed to all AHA supervisors.
- b. Available in the AHA Management offices.
- c. Explained in orientation and training sessions for property managers and other staff who need to communicate with LEP clients.

APPENDIX VI

AUBURN HOUSING AUTHORITY POLICY REGARDING CONFLICTS OF INTEREST AND RELATED PARTY TRANSACTIONS

ARTICLE I: PURPOSE

Auburn Housing Authority (hereinafter the “Authority”), as a commitment to its members and the public at large, strives to maintain the highest ethical standards in the delivery of programmatic services through the design, implementation and adherence to clearly articulated policies and procedures in an effort to avoid either actual or the appearance of improper or undisclosed conflicts of interest. Each Director, Officer, and Key Employee [if any] of the Authority has a duty of loyalty to the Authority, which requires those individuals to prefer the interests of the Authority over their own. The Authority further wishes to clarify that where the terms “Director”, “Officer” and “Key Employee” appear, all Officers and other members of the Authority’s Board of Directors (hereinafter “the Board”), as outlined in the Authority’s By-laws, are considered part of this group and are subject to the requirements of this Policy.

The purpose of this policy (hereinafter the “Policy”) is to protect the interests of the Authority when it is contemplating entering into a transaction or arrangement that might benefit the private interest, financial or otherwise, of a Director, Officer, or Key Employee of the Authority. The Authority will not enter into any such transaction or arrangement unless it is determined by the Board in a manner described below to be fair, reasonable, and in the best interests of the Authority at the time of such determination.

ARTICLE II: DEFINITIONS

Audit Committee. A committee of the Authority’s Board. The Authority’s By-laws designate the Board itself to perform functions prescribed by the Not-for-Profit Authority Law and the Executive Law relating to audits and conflicts, to the extent they may now or hereafter apply.

Board of Directors or Board. The body responsible for the management and governance of the Authority.

Conflict of Interest. Any situation in which a Director, Officer, or Key Employee of the Authority has a competing professional or personal interest in a matter, which is the subject of a decision or duty by that person. Such competing interest may make it difficult for such person to fulfill their duties impartially and can create an appearance of impropriety even if no unethical or improper act results from the conflict. Includes Related Party Transactions, defined below.

Director. Any voting or non-voting member of the governing board of the Authority.

Financial Interest. A person has a Financial Interest if such person would receive an economic benefit, directly or indirectly, from any transaction, agreement, compensation agreement, including direct or indirect remuneration as well as gifts or favors that are not insubstantial or other arrangement involving the Authority.

Independent Director. A member of the Board of Directors who:

- Has not been an employee or an Affiliate of the Authority within the last three years;
- Does not have a Relative who has been a Key Employee of the Authority or an Affiliate of the Authority within the last three years;
- Has not received and does not have a Relative who has received more than \$10,000 in compensation directly from the Authority within the last three years; and
- Does not have a substantial Financial Interest in and has not been an employee of, and does not have a Relative who has a substantial Financial Interest in or was an Officer of any entity that has made payments to or received payments from the Authority or an Affiliate of the Authority in excess of the lesser of (a) \$25,000 or (b) 2% of the Authority's consolidated gross revenue over the last three years (payment does not include charitable contributions).

Key Employee. A Key Employee is a person who is in a position to exercise substantial influence over the affairs of the Authority. This includes, but is not limited to:

- Voting members of the Board;
- Presidents, chief executive officers, chief operating officers or employee of any other title with similar responsibilities;
- Treasurers and chief financial officers or employee of any other title with similar responsibilities; or
- A "highly compensated" employee, within the meaning of section 4958 of the Internal Revenue Code and guidance issued by the Internal Revenue Service, who is in a position to exercise substantial influence over the affairs of the Authority.

Officer. A person designated as such in the Authority's By-laws.

Related Party. Persons who may be considered a Related Party of the Authority under this Policy include:

- Directors, Officers, or Key Employees of the Authority;
- Relatives of Directors, Officers, or Key Employees of the Authority; and
- Any entity in which a person in (i) or (ii) has a 35% or greater ownership or beneficial interest or, in the case of a partnership or professional Authority, a direct or indirect ownership interest in excess of 5%.

Related Party Transaction. Any transaction, agreement or any other arrangement with the Authority in which a Related Party has a Financial Interest. Any Related Party Transaction will be considered a conflict of interest for purposes of this Policy.

Relative. A Relative is a spouse, ancestor, child (whether natural or adopted), grandchild, great grandchild, sibling (whether whole or half-blood), or spouse of a child (whether natural or adopted), grandchild, great grandchild or sibling (whether whole or half-blood).

ARTICLE III: POLICY AND PROCEDURES

Duty to Disclose

In connection with initial and annual disclosures under Article VII of this Policy, Directors, Officers, and Key Employees must disclose the existence of the financial or other interest and be given the opportunity to disclose in good faith all material facts to the Audit Committee. In addition to initial and annual disclosures, Directors, Officers, and Key Employees are under a continuing obligation to similarly disclose the material facts surrounding actual or possible Conflicts of Interest as they arise, and may do so to the Board and/or Audit Committee, as appropriate.

Determining Whether a Conflict of Interest Exists

After disclosure of the financial or other interest and all material facts, and after discussion with the individual raising the potential conflict, he/she shall leave the meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Audit Committee members shall decide if a conflict of interest exists.

Procedures for Addressing the Conflict of Interest

The Director, Officer, or Key Employee may make a presentation at the Board meeting, but after such presentation that individual shall leave the meeting during any discussion of, and/or vote on the transaction, arrangement or activity being addressed as the possible conflict of interest. Further, the individual with a conflict shall refrain from any attempts to improperly influence the deliberations and voting on the matter giving rise to the conflict.

After the exercise of due diligence, the Board shall determine whether it can obtain by reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under the circumstances that does not produce a conflict of interest, the Board shall determine by a majority vote of the disinterested Directors then present and voting whether the transaction or arrangement is in the Authority's best interest, for its own benefit, and whether it is fair and reasonable.

Violations of the Policy

If the Board determines that a Director, Officer, or Key Employee has failed to disclose an actual or possible conflict of interest, it shall inform such person of the basis for such belief and afford the person the opportunity to explain the alleged failure to disclose.

If after hearing the individual's response and after making further investigation as warranted by the circumstances, the Board determines the individual has failed to disclose an actual or

possible conflict of interest, it shall take appropriate disciplinary and corrective action, including but not limited to consideration of the act as conduct detrimental to the Authority in violation of its by-laws.

ARTICLE IV: AUDIT COMMITTEE REVIEW

The Board may delegate to the Audit Committee, which shall be composed solely of Independent Directors, the adoption, implementation of and compliance with this policy. The Board may delegate to the Audit Committee review and approval of any Related Party Transaction involving a Related Party and the Authority, as contained in this Policy; provided that if the Related Party Transaction is of a magnitude that would otherwise require full Board approval, the Audit Committee shall submit the Related Party Transaction to the Board for consideration, providing its recommendation as to whether or not to approve it.

In the event the Board delegates the review and approval of Related Party Transactions to a committee, all references to the Board in this Policy shall be deemed to refer to such Committee and all references to a majority of the Board shall be deemed to refer to a majority of such Committee. Further, the Audit Committee shall report material findings on all matters arising under this Policy to the Authority's Board of Directors.

ARTICLE V: RECORD OF PROCEEDINGS

The minutes of the Board and all Committee meetings at which a Related Party Transaction is considered shall contain:

i) The name(s) of the persons who disclosed or otherwise were determined to have a potential or actual Financial Interest and/or conflict of interest, the nature of the potential or actual Financial Interest and/or conflict of interest, any action taken to determine whether a Financial Interest or conflict of interest exists (including the basis for the Board's approval and the Board's consideration of alternative transactions), and the Board's decision with respect to whether a Financial Interest and/or conflict of interest exists.

ii) The names of the persons who were present for discussions and votes relating to any determinations under Article III above, including whether the Related Party (and any members not considered to be Independent Directors) left the room during any such discussions, the content of such discussions, including discussion of alternative transactions, and whether or not the transaction with the Related Party was approved by the Board.

The minutes shall be documented contemporaneously to the decision and discussion regarding the Financial Interest or Conflict of Interest.

**ARTICLE VI:
INITIAL AND ANNUAL STATEMENTS/ DISCLOSURES**

Prior to a member of the Board's initial election to the Board, and annually thereafter, such Directors shall sign and submit to the Secretary of the Authority a written statement identifying, to the best of his or her knowledge:

- i) Any entity of which such member of the Board is an officer, director, trustee, member, owner, or employee and with which the Authority has a relationship; and
- ii) Any transaction in which the Authority is a participant and in which such member of the Board might have a conflicting interest.

A copy of each disclosure statement shall be provided by the Secretary of the Authority to the President/Chairperson of the Board and also kept in the Authority's files and made available to any Director upon request.

Further, each Director, Officer, and Key Employee shall annually sign a copy of this statement and submit it to the Secretary of the Authority that affirms that such person:

Has received a copy of this Policy; and

Has read and understands this Policy; and

Has agreed to comply with this Policy.

A statement shall remain on file for no less than six years.

**ARTICLE VII:
ACKNOWLEDGEMENT**

I, _____, by signing my name on the signature line below, hereby acknowledge that I have received and read a copy of this Policy in its entirety, understand the nature and contents of both documents and agree to comply with the requirements of both documents. I understand that my failure to sign this document shall be referred to the Board for further action.

Please check all statements that pertain to your disclosure:

- ☐ I wish to report that to the best of my knowledge, information and belief, no situation in which I am involved personally or professionally could be construed as a violation of this Policy, or as placing me in a position of having a conflict of interest with the Authority.

- ☐ I wish to disclose the following circumstance that may possibly be a conflict of interest or violate this Policy:

(Disclosure does not automatically result in a violation but will be subject to review).

Other Disclosures:

I wish to report that I am an officer, director, trustee, member, owner, or employee of the following entity or entities with which the Authority participates and in which I may have a conflicting interest:

Signed: _____

Print: _____

Position: _____

Date: _____

APPENDIX VII

Auburn Housing Authority Section 8 HCV Administrative Plan

VAWA Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking & Corresponding HUD Forms

Emergency Transfers

Auburn Housing Authority (AHA) is concerned about the safety of its tenants and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), AHA 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. Tenants are able to request a VAWA emergency transfer regardless of sex, gender identity, or sexual orientation. Tenants must provide certification showing that they are a victim of domestic violence, dating violence, sexual assault, or stalking in order for AHA to make a determination regarding a request for a emergency transfer. AHA's determination may also depend on whether there is another dwelling unit that is available and is safe to offer to the tenant.

This plan includes information on eligibility for a VAWA emergency transfer, the VAWA transfer request and unit offer process and VAWA victim safety and confidentiality. Guidance on VAWA tenant rights and VAWA certification requirements is contained in the VAWA Notice of Occupancy Rights and related transfer request forms.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking and who provides certification of same is eligible for an emergency transfer if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains in their current unit. If the tenant is a victim of sexual assault, the tenant may be eligible for a VAWA emergency transfer if the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains in their current unit or if the sexual assault occurred on the premises within the 90-calendar-day period preceding the tenant's request for a VAWA emergency transfer. Tenants who are not in good standing may still request a VAWA emergency transfer if they meet the VAWA emergency transfer eligibility requirements.

Emergency Transfer Request Documentation

To request a VAWA emergency transfer, the tenant shall:

- Complete and submit to AHA a VAWA Emergency **Transfer Request Form HUD-5383**, *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*.

The tenant must also provide certification that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking by submitting:

- **Optional Form HUD-5382** *Certification of Domestic Violence, Sexual Assault, or Stalking and Alternative Documentation*. The incident or incidents in question must be described in reasonable detail as required in the HUD-5382 form and the completed certification must include the name of the perpetrator, but only if the name is safe to provide and known to the victim.
- **Other documentation** – documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a mental health professional or a medical professional from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse, described in such documentation, OR
- **Police or court record** – a local police or court record describing the incident or incidents in question, OR
- **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 AHA's program; OR
- **A statement** that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

AHA will provide reasonable accommodations for individuals with disabilities

Emergency Transfer Timing and Availability

AHA cannot guarantee that a VAWA emergency transfer request will be approved or how long it will take to process a VAWA emergency transfer request. AHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, subject to AHA's transfer policies and the availability of a safe unit.

If a tenant reasonably believes that a proposed transfer would not be safe, the tenant may request a transfer to a different unit. The tenant will be required to provide a good cause (realistic, practical and/or sensible) for refusing the unit and documentation supporting their good cause reason for refusing the unit.

If a unit is available, the transferred tenant must agree to abide by the terms and conditions

that govern occupancy in the new unit. AHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If AHA has no safe and available units to offer a tenant who needs a VAWA emergency transfer, AHA may refer the tenant to other housing providers. At the tenant's request, AHA will also assist the tenant in contacting local organizations that offer assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Public Housing Priorities of Transfer

Transfers made pursuant to VAWA are considered emergency transfers. Tenants in AHA's Public Housing program who request and are approved for a VAWA emergency transfer will be processed for the transfer in accordance with AHA's priorities of transfers as established in AHA's ACOP Section 16.2.

Safety and Security of Tenants

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

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or the local domestic violence shelter/program: Cayuga/Seneca Community Action Agency's 24-hour hotline at 1-315-255-6221 for assistance in creating a safety plan.

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, visit the online hotline at <https://oh1.rainn.org/online/>, or contact the local Sexual Assault Victims Advocate Resource (SAVAR) 24-hour hotline at 1-315-252-2112.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center> or the local domestic violence shelter/program: Cayuga/Seneca Community Action Agency's 24-hour hotline at 1-315-255-6221 for assistance in creating a safety plan.

Confidentiality

AHA will keep confidential any information that the tenant submits in connection with requesting VAWA protections, including keeping confidential the location of the tenant's new unit, 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. AHA may disclose information related to a tenant's request for VAWA protections if the tenant gives AHA written permission to release the information on a time-limited basis, or disclosure of the information

is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the housing program.

NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACTU.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017**Auburn Housing Authority (AHA)****Notice of Occupancy Rights under the Violence Against Women Act¹****To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **all AHA housing programs, including Federal and State Public Housing, Section 8 HCV and PBV, LIHTC and HOME programs** are in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under **all AHA housing programs, including Federal and State Public Housing, Section 8 HCV and PBV, LIHTC and HOME programs** you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **all AHA housing programs, including Federal and State Public Housing, Section 8 HCV and PBV, LIHTC and HOME programs** you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

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

rental assistance or occupancy rights under **all AHA housing programs, including Federal and State Public Housing, Section 8 HCV and PBV, LIHTC and HOME programs** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

AHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If AHA chooses to remove the abuser or perpetrator, AHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, AHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, AHA must follow Federal, State, and local eviction procedures. In order to divide a lease, AHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, AHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, AHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

Form HUD-5380
(12/2016)

OR**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.**

If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

AHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. AHA's emergency transfer plan provides further information on emergency transfers, and AHA must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

AHA can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from AHA must be in writing, and AHA must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. AHA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to AHA as documentation. It is your choice which of the following to submit if AHA asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by AHA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence,

dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that AHA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, AHA does not have to provide you with the protections contained in this notice.

If AHA 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), AHA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, AHA does not have to provide you with the protections contained in this notice.

Confidentiality

AHA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

AHA must not allow any individual administering assistance or other services on behalf of AHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

AHA must not enter your information into any shared database or disclose your information to any other entity or individual. AHA, however, may disclose the information provided if:

- You give written permission to AHA to release the information on a time limited basis.
- AHA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires AHA or your landlord to release the information.

VAWA does not limit AHA's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted, and your assistance can be terminated for serious or repeated lease violations that are not

related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, AHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if AHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If AHA can demonstrate the above, AHA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with:

U.S. Department of Housing and Urban Development (HUD)

Buffalo Field Office

Lafayette Court

465 Main Street, 2nd Floor

Buffalo, NY 14203

Phone: (716) 551-5755

For Additional Information

You may view a copy of HUD's final VAWA rule at www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs.

Additionally, AHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **AHA at (315) 253-6249 or HUD at (716) 551-5755**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-

799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **Cayuga/Seneca Community Action Agency's Domestic Violence Program at (315) 255-6221.**

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

Cayuga/Seneca Community Action Agency's Domestic Violence Program at (315) 255-6221 and/or the Auburn Police Department at (315) 253-3231.

For help regarding sexual assault, you may contact: **Sexual Assault Victims Advocate Resource (SAVAR) emergency hotline at (315) 252-2112** or **Cayuga/Seneca Community Action Agency's Domestic Violence Program at (315) 255-6221.** Victims of stalking seeking help may contact **Cayuga/Seneca Community Action Agency's Domestic Violence Program at (315) 255-6221 and/or the Auburn Police Department at (315) 253-3231.**

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

Form HUD-5382
(12/2016)

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget and control number.

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.
- (2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

Form HUD-5383
(12/2016)

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice:

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

APPENDIX VIII

MAINSTREAM HOUSING VOUCHER PROGRAM

INTRODUCTION

On November 14, 2019, Auburn Housing Authority (AHA) was awarded funding from the HUD Mainstream Voucher Program FY2019 Notice of Funding Availability (NOFA) (FR-6300-N-43). This initial funding will support thirty (30) Mainstream Vouchers. This appendix describes AHA policies related to the Mainstream Voucher Program.

PURPOSE AND SCOPE

Mainstream vouchers assist non-elderly persons with disabilities

NOFA FR-6300-N-43 provided extra points to PHA's that targeted funds to assist non-elderly persons with disabilities who are:

- Transitioning out of institutional or segregated settings,
- At serious risk of institutionalization,
- Experiencing homelessness, or
- At risk of becoming homelessness

The NOFA encouraged PHA's to formalize partnerships with and leverage resources from State Medicaid agencies and various Health and Human Services partner agencies or organizations.

PREFERENCES FOR MAINSTREAM VOUCHERS:

Mainstream Voucher Program NOFA (FR-6300-N-43) allows PHA's to set Admission Preferences based on local need.

The Auburn Housing Authority has adopted preferences that provide Mainstream Voucher funding to non-elderly disabled persons transitioning out of institutional and other segregated settings or at serious risk of institutionalization. Applicants within this preference will be selected by date and time of application.

A qualified professional must verify the applicant's disability status and the applicant status as a household that is transitioning out of institutional and other segregated settings or at serious risk of institutionalization.

MAINSTREAM PROGRAM DEFINITIONS

All definitions in the main body of the Section 8 Housing Choice Voucher (HCV) Administrative Plan where appropriate, will apply to the Mainstream Voucher Program.

At serious risk of institutionalization: Includes an individual with a disability who as a result of a public entity's failure to provide community services or its cut to such services will likely cause a decline in health, safety, or welfare that would lead to the individual's eventual placement in an institution. This includes individuals experiencing lack of access to supportive services for independent living, long waiting lists for or lack of access to housing combined with community-based services, individuals currently living under poor housing conditions or homeless with barriers to geographic mobility, and/or currently living alone but requiring supportive services for independent living. **A person cannot be considered at serious risk of institutionalization unless the person has a disability.** An individual may be designated as at serious risk of institutionalization either by a health and human services agency, by a community-based organization, or by self-identification.

Eligible household: A household composed of one or more non-elderly person(s) with disabilities and is transitioning out of an institution or other segregated setting or at serious risk of institutionalization (i.e., detention center, prison/jail inpatient mental health unit, or other congregate care setting), which may include additional household members who are not non-elderly persons with disabilities. The eligible household member DOES NOT need to be the head of household. A household where the sole member is an emancipated minor is not eligible.

Institutional or other segregated setting: include but are not limited to:

- Congregate settings populated exclusively or primarily by individuals with disabilities;
- Congregate setting characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits an individual to engage freely in community activities and to manage their own activities of daily living; or
- Settings that provide for daytime activities primarily with other individuals with disabilities

Non-elderly person with disabilities: (for purposes of determining eligibility): A person 18 years of age and less than 62 years of age and who:

- Has a disability, as defined in 42 U.S.C 423;
- Is determined pursuant to HUD regulations, to have a physical, mental or emotional impairment that: (A) Is expected to be long-continues and indefinite duration, (B) Substantially impedes his or her ability to live independently, and (C) Is such a nature that the ability to live independently could be improved by more suitable housing.

Targeted Funding: HUD may award a PHA Funding for a specialized category of families on the waiting list. The PHA must use this funding only to assist the specified category. In order to assist families within a targeted funding category, the PHA may skip families that do not qualify within the targeted funding category.

MAINSTREAM ADMISSIONS AND OCCUPANCY REQUIREMENTS

With the exception of waiting list management (preferences and selection) and turnover, all other aspects of the Mainstream program will be handled according to the regulations and AHA Administrative policies governing the regular Section 8 HCV program.

When there is an insufficient pool of disabled households meeting AHA's Mainstream Voucher Program preferences on the waiting list, AHA will conduct outreach to encourage eligible persons to apply for this

special allocation of rental vouchers. Outreach will include contacting partnering agencies, Cayuga County Community Mental Health Center, and the Cayuga County Department of Social Services for referrals. Qualified households will be added to and selected from the Section 8 Housing Choice Voucher (HCV) waitlist.

WAITING LIST MANAGEMENT

In order to establish eligible applicants for Mainstream Voucher assistance, AHA will first canvass its current S8 HCV waiting list for eligible applicants. After households are identified from the current wait list, if additional Mainstream Voucher slots are available, AHA will announce (via public notice) a LIMITED Section 8 HCV wait list opening for Mainstream Vouchers ONLY, explaining that the vouchers are for non-elderly persons with disabilities who are transitioning out of institutional or other segregated settings or at serious risk of institutionalization. Applications will be accepted, reviewed for eligibility, and added to the waiting list by Mainstream Voucher preference designation and date and time of application. The LIMITED S8 HCV waiting list (for Mainstream Voucher only) will initially remain open indefinitely, but AHA reserves the right to limit to the number of applicants that may qualify for a local preference.

Currently, disabled families (including disabled single person households) are placed on the waiting list according to the established AHA local preference for which they qualify (see Section 5.0, Selecting Families from the Waiting List, pg. 29, of this Administrative Plan) if any. At that time, a designation is made in the appropriate field in the utilized HAPPY Software System waiting list screen, designating the family as disabled. As a Mainstream slot becomes available, the program administrator will run a listing of all families who are designated disabled and transitioning out of institutional or other segregated settings or at serious risk of institutionalization. The system is configured so that this listing will run all those that qualify by date and time of application. By maintaining all applicants who are families with disabilities in this manner, AHA ensures that they are categorized by local preference as well as disability status, which enables them to be housed in proper order for whichever program, regular Section 8 Housing Choice Voucher or Mainstream, first becomes available.

TURNOVER

When a rental voucher under the Mainstream program becomes available for reissue (e.g. the family initially selected for the program drops out of the program, is unsuccessful in the search for a unit, or is terminated from the program), the rental assistance may be used only for another individual or family eligible for assistance under the Mainstream program.

EQUAL OPPORTUNITY AND OUTREACH

AHA may choose to employ a variety of strategies to ensure households and owners are aware of the availability of housing assistance, such as public notices, newspaper stories and/or advertisements and landlord networking events. AHA will follow the guidelines outlined in the Equal Opportunity portion of this Administrative Plan (see Section 2.0 Equal Opportunity, pg., 11) to ensure outreach to and selection of eligible households are performed without regard to race, religion, color, sex, age, disability, familial status, national origin, gender identity, sexual orientation or marital status. Additionally, AHA will work closely with partnering agencies, Cayuga County Mental Health (SPOA) and the Department of Social Services to identify and notify extremely-low income and very-low income households, minorities, persons with disabilities, and others who may be least likely to apply, of the availability of housing assistance. It is AHA's position

that organizations that represent minorities and individuals with a disability are the most effective means for distributing information about the AHA program to their clientele.

AHA is committed to ensuring that all potentially eligible persons who express an interest in a rental assistance program are given an equal opportunity to apply for assistance. In addition, AHA is committed to receiving and processing applications in such a way that all applicants are treated fairly and consistently. AHA will make every effort to assure accessibility for all individuals. If AHA cannot make accommodations for a person with a disabling condition at the administrative office, AHA will ensure access to its programs by taking the paperwork, briefing information, or other materials to the individual.