

CHICOPEE HOUSING AUTHORITY

SECTION 8 TENANT - BASED ASSISTANCE

RENTAL VOUCHER PROGRAM

ADMINISTRATIVE PLAN

The mission of the Chicopee Housing Authority is to provide decent, safe, sanitary housing to persons and families of very low income in the City of Chicopee. By assuming the administration of leased housing programs, the CHA is exhibiting its desire to take a central role in the provision of affordable housing in Chicopee and to make a contribution in encouraging the maintenance of a significant portion of our cities housing stock in compliance with HUD'S Housing Quality Standards.

The overall responsibility for the administration of the program will be vested in the Executive Director who shall monitor all aspects of the program. The Executive Director shall be supported in this effort by the Assistant Executive Director, one full time Inspector, one full time Section 8 Supervisor and one full time Program Clerk. Additional program support will be provided by existing CHA administrative staff and the Authority's fee accountant.

Plans for the Administration of Program Functions

I. OUTREACH TO FAMILIES AND CONTACT WITH OWNERS:

The Chicopee Housing Authority will maintain efforts to make the leased housing program readily accessible to a large number of eligible families. The CHA will inform participants, landlords, applicants, community organizations and service agencies on program availability and changes.

Rental assistance programs have attained a widespread acceptance within our community. Outreach to owners and agents will continue to assure the on-going success of the program by ensuring that all interested owners have information available regarding the program.

The CHA will advertise as necessary for applications to ensure an adequate pool of applicants. Advertisements will specify the application period and will clearly explain that the CHA participates in a state-wide waiting list initiative (outlined in the next section)and that placement on the public housing waiting list will not be affected by application for Section 8 subsidy.

The Chicopee Housing Authority has elected to utilize the new Centralized Application and Waiting List process. It is anticipated that a Centralized Section 8 Waiting List will afford the CHA and its clients the following benefits:

Ease of application process for participants who may apply at the office of any local housing authority participating in the centralized waiting list option.

Elimination of the procedural hardship on families and administrative burden to the CHA resulting from the periodic closing and opening of the Section 8 Waiting List.

The Centralized Section 8 Waiting List will be maintained as an open waiting list.

Increase housing opportunities for families who now have the potential option of placement at a number of locations throughout the Commonwealth through the submission of a single application.

II ACCEPTANCE OF APPLICATIONS.

A single, standardized Preliminary Application is available at each participating Housing Authority. A master list of all participating Housing Authorities will be maintained at the office of the Massachusetts Chapter of the National Association of Housing and Redevelopment Officials (hereinafter MASSNAHRO) and at each participating Housing Authority. Only one application will be accepted for each Head of Household. The Preliminary Application will request information as required to administer the Section 8 Housing Choice Voucher Program such as: name and city or town (where Head of Household and spouse live and work), telephone number, total number of family members, Head of Household's social security number, age of applicant, presence of a disability or handicap, total gross family income, race, and ethnicity. Information regarding preferences adopted by participating Housing Authorities will also be elicited on this application.

The Housing Authorities collectively reserve the right to modify the application to include other information required or useful to administer the Section 8 Housing Choice Voucher Program. All participating Housing Authorities must agree to adopt said modification to the application in advance to such modification.

Applications will be available to prospective applicants at the Chicopee Housing Authority offices at 128 Meetinghouse Road and 1326 Memorial Drive, Chicopee, Mass. and at www.massnahro.org. Additionally, application may be mailed upon request.

Upon completion of the application it shall be marked by the CHA staff with date and the time of submission and the family shall be provided with a standard receipt evidencing submission of the application. The CHA staff will then enter the information from the Preliminary Application into the Centralized Waiting List.

III UPDATING THE APPLICATIONS

A family may update its application (i.e. change of address) for the Section 8 Assistance at the office of any LHA participating in the Centralized application process regardless of where the original application was submitted. To update the application a written statement of the changed information must be submitted by the family. A receipt will be

provided to the family as evidence of said update. The LHA receiving the updated information will give the family a receipt indicating that the family had submitted the update.

IV. SELECTION FROM THE WAITING LIST

The selection process set forth in the Chicopee Housing Authority's Administrative Plan shall govern the manner in which individuals and families are selected by the CHA from the Centralized Section 8 Waiting List.

V. ELIGIBILITY DETERMINATION

Once a family has been selected from the Centralized Section 8 Waiting List in the manner set forth in the Chicopee Housing Authority's Administrative Plan for the Section 8 Housing Choice Voucher Program, eligibility determination shall be made according to federal law, regulations governing State law and any applicable procedures set forth in the CHA's Administrative Plan for the Section 8 Housing Choice Voucher Program.

VI. REMOVAL OF NAMES FROM THE WAITING LIST

A. Ineligibility for Assistance

A family denied assistance by the Chicopee Housing Authority shall have the right to a grievance under the grievance procedures set forth in the Chicopee Housing Authority's Administrative Plan. After such time expires to request an informal hearing or after a hearing is held and decision to deny eligibility is upheld, the family shall be denied participation in the Section 8 program by the LHA making the determination. The family's name will not be removed by the Chicopee Housing Authority from the Centralized Section 8 Waiting List because the family may be eligible under another participating LHA's policies. However, the family will not be again selected by the CHA unless the family has been withdrawn from the Centralized Section 8 Waiting List and a new application has been submitted.

B. Determination that Family is Over Income Limits

If the family was denied participation in the Section 8 Housing Choice Voucher Program because it was over income for the program, the name will be removed from the Centralized Section 8 Waiting List if the LHA making the determination is in the jurisdiction with the highest income limits of those Housing Authorities participating in the Centralized Section 8 Waiting List initiative. Otherwise, the family's name will not be removed by the Chicopee Housing Authority from the

Centralized Section 8 Waiting List because the family may be income eligible under another participating LHA's policies. However, the family will not be again selected by the CHA unless the family has been withdrawn from the Centralized Section 8 Waiting List and a new application has been submitted.

C. No Response

If the family does not respond to a letter, sent by a participating LHA, inviting the family to attend an eligibility determination appointment, or to otherwise respond to the LHA, the LHA requesting said response may remove the family's name from the Centralized Section 8 Waiting List. The manner and grounds for said removal shall be governed by the Administrative Plan for the LHA making said removal.

D. Purge of Waiting List

If determined necessary by MASSNAHRO, on an annual basis, MASSNAHRO may send a letter to each applicant on the Centralized Section 8 Waiting List. This letter will be sent to the address on the Section 8 preliminary Application or on any written change of status request that was completed and sent to a participating Housing Authority. Applicants will be requested to respond to the mailing within a time parameter set forth in the letter and the letter shall indicate that failure to respond will result in the removal of his/her name from the Centralized Section 8 Waiting List. In the event that the applicant does not respond within the applicable time parameter as set in the letter, his/her name shall be removed from the Centralized Section 8 Waiting List.

VII GRIEVANCES OR COMPLAINTS; JURISDICTION

When a family expresses a problem with a decision made by a Housing Authority involved in the Centralized Section 8 Waiting List option, that family shall be referred to the Housing Authority that made the determination in question.

VIII SELECTION OF PARTICIPANTS

Eligible applicants will be offered Rental Vouchers of Participation as they become available. These will be issued on a chronological basis by date and time of application within priority category as outlined in the Priorities with Point Value Schedule. At the time an applicant is offered a Rental Voucher of Participation, he/she will be required to provide complete updated application verification. This will allow Gross Family Contribution computation and eligibility determination to be based on the most current data possible. The current waiting list shall be exhausted prior to selection of Participants from the State Wide Waiting List.

IX DETERMINATION OF ELIGIBILITY

The determination of eligibility shall be completed in accordance with HUD definition of family as defined in 24 CFR 982.201 (2) C (2) (3) with annual income within the Section 8 Very Low Income Eligibility Limit for our area. The CHA requires verification of sources and amounts for all income and assets, family status, and any federal or non-federal preferences claimed prior to determining eligibility, and amount of the Gross Family Contribution. Applicants will be informed in writing of their eligibility or ineligibility within sixty (60) days from the receipt of a fully documented application.

PREFERENCES/PRIORITIES WITH POINT VALUE SCHEDULE

FEDERAL PREFERENCES:

Involuntary Displaced:

| | |
|-------------------|----|
| Natural disaster | 75 |
| Government Action | 65 |
| Owners Action | 60 |
| Physical Violence | 50 |

Substandard Unit:

| | |
|-------------------------------|----|
| Dilapidated | 27 |
| W/O operable indoor plumbing | 27 |
| W/O flush toilet | 27 |
| W/O usable bathtub/shower | 27 |
| W/O or unsafe electricity | 27 |
| W/O adequate source of heat | 27 |
| W/O kitchen | 27 |
| Declared unfit for habitation | 27 |

Homeless 27

50% of Income for Rental Cost 17

NON-FEDERAL PREFERENCES:

| | |
|----------------------------|---|
| Local Resident | 5 |
| Elderly | 7 |
| Handicapped/Disabled | 7 |
| Near elderly (50 and over) | 4 |
| Single person | 3 |
| Below lower income limit | 2 |
| Standard | 2 |

At the time that a Rental Voucher becomes available for issuance, the next eligible applicant will be notified by mail of the availability and be notified that submission of current family income, asset and family status information is required within a specified time frame.

Applicants who fail to respond within the allotted period will be removed from the waiting list, as will those whose notices are returned as undeliverable. Any applicant eliminated due to an untimely response may request reinstatement on the waiting list supporting that request with documented evidence of a compelling nature showing how response could not be made. Reinstatement shall be at the discretion of the Executive Director.

X DETERMINATION OF INELIGIBILITY

The CHA shall determine applicants as ineligible who are: over income, who were past participants in a Section 8 Program, and while in the program failed to satisfy liability for unpaid rent or damages for which a LHA paid out monies to any owner, or who misrepresented information regarding family or income information. In addition, the CHA may consider ineligible any tenant of the Authority's other programs who failed to satisfy liability to the CHA for unpaid rent or damages.

Other possible grounds for a determination of ineligibility are:

Combined family income exceeds the allowable maximum yearly income for family size;

combined family income exceeds 40% of monthly adjusted income(or HUD approved exceptions thereto) limit for family size;

Head of household under 18 years of age who cannot demonstrate the ability to fulfill the obligations required by the Rental Voucher Program (i.e.: minors not emancipated);

Misrepresentation of income or household members on an application;

Failure to allow inspection of dwelling unit to be leased under the program;

Violation of or failure to comply with any family obligations under the Section 8 Housing Programs.

XI INFORMAL REVIEW OF A RULING OF INELIGIBILITY

The Authority will give an applicant written notice of any decision denying eligibility to the applicant including denial of inclusion on the waiting list, issuance of a Rental Voucher or participation in the program. The notice will allow the family to request an informal review of the decision provided that a written request for a review is delivered in person or by mail to the Authority within seven (7) days of delivery of the Authority's determination to the applicant.

The informal review will be conducted by the Executive Director. Applicants shall be given an opportunity to present oral or written objection to the decision being appealed. The Authority will respond in writing with a decision within ten (10) days. This statement will contain reasons for the decision.

XII PARTICIPANT BRIEFING AND ISSUANCE OF RENTAL VOUCHER

Introductory sessions will be held for each pool of Program selectees who are determined eligible as outlined above. The number of families in each group will be dictated by the number of Vouchers anticipated available. The first group session will provide selectees with basic program information. Participants will be fully briefed on identifying and avoiding discrimination in their housing search.

Each selectee will meet individually with his/her program representative to discuss questions remaining and any unique situations. At this meeting, a Voucher will be signed and issued provided all the information and preferences claimed on his/her application have been verified.

XIII INSPECTIONS

The intent of the CHA is to provide housing assistance payments to enable participants to obtain or maintain their tenancies in decent, safe, sanitary housing that is affordable.

The Authority will employ inspectors who will be thoroughly trained in the Massachusetts State Sanitary Code and HUD Housing Quality Standards. The inspector will be responsible for insuring that all units assisted by the program meet the minimum required standards, and HUD's Housing Quality Standards prior to any payment being issued.

Copies of completed inspection reports will be promptly provided to the participant, landlord and program representative and will clearly detail the condition of the unit, as well as stating any deficiencies that must be corrected prior to the execution of any lease or contract for the unit.

XIV INCOME VERIFICATION AND DETERMINATION OF TOTAL TENANT PAYMENT

Each applicant must provide complete verification as previously stated above in this policy. Standards for acceptable verification shall be as follows:

- A. Copy of W2 Form;
- B. Copy of payroll check with YTD totals;
- C. Copy of welfare printout or letter from social worker;
- D. Social security or pension award letter;
- E. Unemployment compensation check stub and detailed print-out;
- F. Proof of alimony or support receipt;
- G. Copy of passbooks or documents identifying Gross value and return on investments including stocks, bonds, annuities, retirements;
- H. Property assessment from an independent appraiser for all real property (tax evaluation statements are not acceptable)
- I. Proof of childcare expenses;
- J. Paid receipts for medical expenses;
- K. Proof of enrollment in educational institutions;
- L. Marriage license;
- M. Divorce decree or separation papers;
- N. Social Security cards for all family members.
- O. Income Tax Filings/Returns

Participants will also be required to sign a release form giving the Authority permission to verify sources and amounts of all income and assets.

Birth certificates are required to document family relationships or other information required to properly administer the program.

Third party verification will be utilized whenever possible. This shall be in document form unless it proves unobtainable. Oral verification, if obtained, must be documented and initialed by the respective staff member.

Calculation of the Total Tenant Payment for participants in the Section 8 Rental voucher Program is done by the Section 8 Supervisor. It shall be based on 30% to 40% of the family's monthly adjusted gross income, or 10% of monthly income in accordance with HUD regulation.

The Chicopee Housing Authority will follow the guidelines established in HUD Handbook CFR24 982 as follows:

Annual Income: Shall include the total income (gross) of all family members 18 years of age or older, anticipated for the twelve month period following certification or recertification.

Assets:

a) If all family assets equal \$5,000. or less, the Authority shall use the actual income derived from such assets when computing tenant payment.

b) If total family assets exceed \$5,000. the Authority shall use, for income computation, the current pass book rate or actual income derived, whichever is greater.

The Authority will include as an asset the value of any asset disposed of for less than fair market value in the two years preceding application, payment initiation or reexamination as applicable. This shall include disposition in trust. The Authority will exclude from this, assets disposed as part of a foreclosure or bankruptcy, and those disposed as part of a separation or divorce if other important, non-monetary consideration is received.

Deductions Allowed: The Authority shall deduct the following sums from gross income to arrive at a family's net adjusted income:

\$480.00 for each dependent (other than head, spouse or foster child) who is under 18 years of age or a full time student.

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The amount deducted shall be reasonable and shall not exceed the income gained through employment.

XV LEASE APPROVALS AND HOUSING ASSISTANCE PAYMENTS CONTRACT EXECUTION

Once the Authority has determined that all applicable program requirements have been met with respect to the "Request For Tenancy Approval", the Authority will so notify the owner and voucher holder, compute the family's share of the Contract Rent, prepare a H.A.P. Contract and Lease (or lease addendum if the owners lease is utilized).

If the Authority determines that the lease is not approvable either because of the condition of the unit, conditions contained within the lease, or because the rent requested has been determined not reasonable, then the Authority will notify the owner and the family of the reason that the unit or the lease were disapproved and advise them that if the conditions requiring disapproval are corrected within a reasonable time frame as specified by the Authority, a re-inspection or re-submittal of documents will be conducted to determine the correction as satisfactory. Execution of the Request for Lease Approval by the CHA shall certify the rent requested by the owner as reasonable under program guidelines.

Annual Re-certification: One hundred twenty (120) days prior to the anniversary date of the Lease and HAP Contract, the Authority will send notice to the participant advising them that current income and family information must be provided within a prescribed time period. Extensions to this established date may only be granted when a participant or family member contacts the Authority to request any extension due to illness or other cause beyond the participant control.

Upon receipt of participant information, verification will be obtained and utilized for recalculation of income and rental shares. Gross rent will then be calculated using current utility charts.

Required HUD forms will be used for all reexaminations of participant income and family composition.

At re-certification, landlord rental increase requests will be considered based on the re-inspection of the unit and rent reasonableness. A lease addendum reflecting such changes as Contract Rent, HAP payment, or Participant Share will be prepared and executed by the Authority and Owner.

Interim Re-certification: Participants may request a review at any time. The Authority may initiate a review if it has reason to believe that participant family circumstances are different than at payment initiation.

Participants are required to report any changes in family circumstances with ten (10) days of occurrence.

When a family's income cannot be projected with reasonable accuracy, the Authority will schedule a re-examination at appropriate intervals at which time an entire re-certification shall be conducted. The effective date for any decrease in participant share shall be the first month following the Authority's receipt of verification justifying the decrease. Any increase shall be effective the second month following the increase in income.

Temporary lease/contract extensions/renewals may be allowed at the discretion of the Authority (on a case by case basis) pending full documentation of income in instances where existing documentation does not permit reasonable determination of annual income. No lease extension/renewals shall be implemented when the lack of income or other required information is due to a failure or delay in response of the family's part.

As a part of the re-certification process, the participant will be interviewed to determine if the family has any complaints about the dwelling unit. Complaints revealed will be discussed with the Inspector and evaluated at the time of inspection.

Any deficiencies noted during the re-certification inspection will be included on reports sent to both lessor and lessee. Deficiencies must be corrected prior to completion of the lease/ contract renewal.

Allowances for Utilities: The Authority will use updated copies of HUD Form 52667 (Allowances for Tenant-Furnished Utilities and Other Services). No other utility schedule shall be used.

XVI ANNUAL RE-CERTIFICATION DETERMINATIONS OF ELIGIBILITY

Eligible Families at Re-Examination, HAP Contract Renewal: After re-certification of the family is completed, the participant will be given a copy of the Lease and Contract Adjustment Letter. The addendum shall constitute notice of continued eligibility and changes in the lease. If the family is determined eligible after re-certification but the owner has served notice of his intent to commence procedures to terminate the tenancy, the family will be informed that they will be eligible for a new Voucher. The family will be assisted at the time a Voucher is issued unless the family has violated its obligation to the program. Housing assistance payments will continue, even though the owner has not re-negotiated a HAP Contract, until such time as the status of the tenancy is resolved in court.

XVII TERMINATION AND FAMILY MOVES

If a family wishes to move after the first year of the lease, the family is required to give the landlord proper 30-day written notice. In the event that a family expresses a desire to move prior to the anniversary date of the lease, the family is required to secure the owners permission to terminate the program lease in writing. Without the express permission of the landlord, relocation approval cannot be given by the C.H.A.

A. Automatic HAP Contract Terminations:

The HAP Contract automatically terminates at the time:

1. The assisted family vacates the unit in violation of the lease,
2. The family has moved from their unit according to the lease terms or secured owner-permission for an early termination date, and the lease term has therefore ended,
3. The owner has required the family to move according to the lease terms, and the lease term has therefore ended (e.g., 30-day notice, refusal to renew, unauthorized eviction),
4. The owner has evicted the family with CHA authorization;
5. The owner does not wish to enter into a new HAP Contract or refused to renew or extend the current one.

B. CHA-Initiated HAP Contract Terminations

Under the following circumstances, the CHA may find it necessary to terminate the HAP Contract prior to its regular termination date:

1. The unit is not in compliance with the Housing Quality Standards (HQS) or other Contract requirements and the owner refuses to correct the deficiencies.
2. A family composition change has required the family to move, the lease can be terminated in accordance with its terms, and the family's Voucher has expired after the family has rejected, without good reason, a suitable unit which the CHA has found to be available to the family;
3. An assisted family who has been determined ineligible for continued assistance at re-examination, has been paying the full Contract Rent and either the owner allows for an early termination or else the original termination date has been reached;
4. A family who was determined provisionally eligible for a move to a new

unit with assistance has failed to satisfy any liability for damage that the CHA may have required to be satisfied by a specific date;

5. The CHA is unable to approve a new Request for Tenancy Approval where a HAP Contract term is expiring and is not, therefore, entering into a new HAP Contract (e.g., requested rent not reasonable);
6. The CHA has determined that the owner is not in compliance with the terms of the HAP Contract;
7. The CHA has determined that the family is not in compliance with the terms of its Voucher;
8. A family has been determined to have abused the program or engaged in fraudulent activities.

C. Termination of Tenancy by Owner

Section 982.310 of the regulations requires specific actions by the owner in order to evict an assisted family and also requires specific determinations to be made by the CHA.

Required Owner Actions: In order to terminate tenancy of an assisted family the owner must:

1. Comply with the requirements of local law,
2. Give the family written notice of the proposed termination which states the grounds, and advise the family it has 10 days (or such greater number that may be required by local law) within which to respond to the owner or to the CHA in writing or in person,
3. Provide a copy of the notice to the CHA.

D. OPT-OUT

1. Owner may terminate tenancy of assisted family for "other good cause" such as business or economic reasons.
2. Owner must provide a 90 day notice to the tenant, the Public Housing Division of HUD and the Chicopee Housing Authority.
3. Notice must contain:
 - a. Specify the reasons for the termination in a manner that allows

HUD to conduct a proper evaluation of the situation.

- b. Owner's statement of conditions that would avoid the termination.

E. Required CHA Actions: The CHA has an established procedure for processing owner requests for terminations. Once a copy of a proposed termination is received from the owner, the CHA must perform all the following required actions listed below in a thorough and timely manner upon receipt of the written notice of proposed eviction from the owner:

1. Examine the stated grounds for termination,
2. Determine whether proper notice has been provided,
3. Review the family's objections to the proposed termination if presented in writing or in person within 10 days (or such greater number that may be required by local or state law),
4. Authorize the termination unless it finds the stated grounds to be insufficient under the lease or it finds the proposed notice of termination to be deficient,

NOTE: The CHA may wish to discuss potential problems with both the family and owner to prevent termination.

5. The CHA must notify the family in writing of its eligibility or ineligibility for another Voucher.

F. Family Eligibility for Continued Assistance:

Termination of Tenancy is not automatically termination of assistance.

1. The family is eligible for another Voucher to use at a new location regardless of whether the CHA authorizes the termination as long as the family is not liable for unpaid rent or damages or was liable but has satisfied such liability and is eligible according to grounds established in their CHA Administrative and Equal Opportunity Housing Plan.
2. If an eviction is authorized by the CHA and the family is liable for unpaid rent or damages, Section 982.552 (c)(vi) of the regulations allows the CHA to determine the family ineligible for another Voucher.

3. If the family is determined to be ineligible for continued assistance at the time of termination of tenancy, the CHA is required to notify the family and provide an informal hearing on the determination.

G. Claims for Payment by the Owner

Owner Refunds to the Family:

If a family vacates its unit, the lessor, subject to state and local law, may use the security deposit as reimbursement for any unpaid family contribution or other amounts owed under the terms of the lease. If no amounts are owed, or if the security deposit exceeds the amount owed, the lessor must refund the balance to the family along with any interest accrued in accordance with state or local law.

Owner Claims for Reimbursement:

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.

Reimbursement may not exceed the lesser of:

1. The amount claimed.
2. Two (2) months contract rent minus the security deposit actually collected, or the amount of the security deposit allowed by the program.

Security Deposit Claim Requirements:

Any lessor seeking a reimbursement must complete, sign and date a HUD form 52676 (Claim for Payment of HUD Security Deposit Guarantee and Compensation for Vacancy Loss) which is available on request through the CHA. The claim must be substantiated through documentation of the basis for the charges claimed including an inspection report, estimates and evidence of actual costs incurred and billing to the tenant. The CHA requires notification and unit inspection prior to proceeding with repairs. Claim for Vacancy loss (if eligible) must also be included on the form.

On receipt of a claim, the CHA will review all information for accuracy and completeness. Prior to determining the amount to which the claimant is entitled, the Authority will review the documents provided, internal records such as prior inspection reports or other information available. An onsite inspection of any

claim by a lessor shall be completed prior to any determination being issued.

Any reimbursement allowed must first be applied toward any unpaid family contribution (no reimbursement will be allowed for unpaid family contribution for the period after a family vacates). Amounts owed, for which state and local law allow security deposits to be used, may be reimbursed from the remainder. Once the full amount of the reimbursement is determined, the CHA shall make payment. Copies of all related documents will be retained in the participants file.

Vacancy Loss Claims Requirements:

Any lessor seeking reimbursement from the Authority for a loss due to vacancy must complete, sign and date a form HUD 52676, Claim for Payment of HUD Security Deposit Guarantee and Compensation for Vacancy Loss. The completed form, along with documentation of the following actions must be submitted to the Authority for consideration: (applicable to contracts executed prior to October 95).

1. Request to the CHA (and any other appropriate source) to refer all eligible applicants.
2. Advertising of the available unit.
3. Contact of persons on his/her waiting list.
4. Statement that he/she is not entitled to funds from other sources to compensate for the same loss.

The Authority will review any claim filed and determine the eligibility and amount to which the lessor is entitled in accordance with program requirements. The Authority will make appropriate payment to the lessor. Copies of all related information will be retained in the participants file.

The Authority will not make payment for any period of vacancy loss where it has determined that an eligible applicant has been denied the unit without good cause.

H. Denial of Eligibility and Termination of Assistance

The grounds for denial of assistance to any applicant, or termination of assistance to a participant are as follows:

1. The Authority may deny eligibility to an applicant, or may deny issuance of

a new Voucher to a participant seeking to move to another dwelling unit (CFR 982.552 (a)) and may decline to enter into a Contract, or to approve a Lease, where requested by a participant, in the following cases:

- a. If an applicant or participant currently owes rent or other amounts to the Authority or other L.H.A. in connection with public housing assistance programs.
 - b. If an applicant (as a previous participant in a Section 8 Program) or participant has failed to reimburse a L.H.A. for any amounts paid to a lessor under a Contract for rent or other amounts owed by the family under the Lease or for a vacated unit CFR (982.552(c)(6).
 - c. If the applicant or participant has violated any Family Obligation under the Section 8 Housing Programs as stated in CFR 982.551.
 - d. If the applicant or participant has committed any fraud in connection with any subsidized housing program.
 - e. If the applicant or participant has breached an agreement as described in CFR (982.552 (c)(vii).
2. In the cases described in CFR 982.552(c)(vi)(vii), the Authority may, at its discretion, offer the applicant or participant the opportunity to enter an agreement for payment of amounts due to a L.H.A. If the Authority elects to make such an offer, the agreement shall be on terms prescribed by the Authority. The breach of any agreements shall be sufficient cause to deny or terminate assistance at any time.
3. The Authority may terminate Housing Assistance Payments being made under an existing HAP Contract in the following cases:
- a. The participant has committed any fraud in connection with any federal housing assistance program.
 - b. The participant has violated any Family Obligation under the Section 8 HAP Program as stated in CFR 982.551.
 - c. The participant has breached an agreement as described in CFR 982.552(c)(vii)

The provisions of this section shall not affect, or limit, the right of the Authority to exercise any contract remedy against the Lessor under an existing Contract, including the termination of Housing Assistance Payments to the owner (CFR 982.404(a)(2) and 982.555(a)(b)(8).

I. Procedures for Informal Hearings for Participants

In the event that a participant has requested a hearing, the hearing shall be conducted by the Executive Director or his/her designee. Parties involved in the complaint will be advised of their right to counsel. All decisions will be in writing and include the reasons for such decisions.

J. Procedures for Monitoring Program Performance

The Authority has adequate internal control systems to monitor program requirements. The Section 8 supervisor will have daily involvement in all phases of the program and will meet with the Executive Director on at least a weekly basis to make reports. Statistical reports will be maintained and distributed as appropriate, which state and ensure that the Authority is in full compliance with all program requirements.