

Housing Authority
of
Chicopee, Massachusetts



Section 8 Housing Choice Voucher
Administrative Plan

March 2020

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“Equal Opportunity Housing”



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EQUAL HOUSING
OPPORTUNITY

“Equal Opportunity Housing”



EQUAL HOUSING
OPPORTUNITY

Introduction

1. **Mission Statement**

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 one full time HCV Supervisor and one part-time Program Clerk. Additional program support will be provided by existing CHA administrative staff and the Authority's Finance Director. In order to achieve this mission, we will:

- ◆ Recognize residents as our ultimate customer;
- ◆ Improve Chicopee Housing Authority (CHA) management, and service delivery efforts through effective and efficient management of CHA Housing Choice Voucher staff;
- ◆ Seek problem-solving partnerships with residents, landlords, community, and government leadership;
- ◆ Apply limited CHA resources to the effective and efficient management and operation of Housing Choice Voucher Program;
- ◆ Provide effective outreach to owners, and managing agents to secure the highest quality housing possible under the applicable Payment Standards;
- ◆ Aid in efforts to upgrade and stabilize the housing stock in the community by encouraging property owners to reinvest Housing Assistance Payments into their properties;
- ◆ Encourage an exchange between Housing Choice Voucher landlords and tenants which would normally be inhibited by non-affordability;
- ◆ Provide the opportunity for economically disadvantaged families and elderly individuals to gain entry into the private housing market by giving them parity with moderate income families competing within the same market by making them, for all intents and purposes, financially equal; and
- ◆ Administer the program in a fair and impartial manner and on an equal opportunity basis for families and staff.

2. **Purpose of Policy**

The purpose of this plan is to establish guidelines for the CHA staff to follow in determining eligibility for the Housing Choice Voucher Program. 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 the CHA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

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

3. **Primary Responsibilities of the CHA**

- ◆ Informing eligible families of the availability of Housing Choice Voucher assistance;
- ◆ Encouraging owners to make their units available for lease to Housing Choice Voucher participants;
- ◆ Determining the maximum amount of Housing Assistance Payments that can be used for family-paid utilities, and posting the utility allowances annually;
- ◆ Receiving applications from families and determining their eligibility for assistance;
- ◆ Inspecting Housing Choice Voucher units to determine that they meet or exceed Housing Choice Voucher Housing Quality Standards;
- ◆ Making Housing Assistance Payments to owners; and
- ◆ Performing annual and periodic re-examinations of income, family composition and re-determination of rent.

Fair Housing Policy and Equal Opportunity Housing Plan

1. Fair Housing Policy

The Fair Housing Policy of the CHA complies fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

Specifically, the CHA shall not on the basis of race, color, religion, sex, handicap, familial status, sexual orientation, gender identity, marital status, or national origin, deny any family or individual the opportunity to apply for or receive assistance under HUD's Housing Choice Voucher Program, within the requirements and regulations of HUD and other regulatory authorities. To further its commitment to full compliance with applicable Civil Rights laws, the CHA will also provide Housing Choice Voucher participants access to information regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/participant's file.

Assisting a Family that Claims Housing Discrimination

The CHA will provide all applicants with the HUD brochures "Fair Housing It's Your Right" and form HUD 903.1 "Are You a Victim of Housing Discrimination" explaining rights under fair housing law. The brochures will be included in the information packet given to each applicant at the initial briefing before moving to a new unit. Applicants will be encouraged to call the Massachusetts Fair Housing Office with any questions or complaints relating to housing discrimination.

If a family believes it has been or is about to be discriminated against or otherwise harmed by illegal acts constituting discrimination, the family should contact the CHA. The CHA must provide the following assistance:

- A. Assist the family in completing the form - HUD-903.1.
- B. Forward the completed form to the Regional Fair Housing Officer.
- C. Advise the family it will be contacted by HUD, and that it may seek legal remedies on its own.

The family may choose to contact HUD directly with their claim of discrimination.

2. Equal Opportunity Housing Plan

The CHA is a participant in the tenant-based program and is required to comply with equal opportunity requirements imposed by contract or federal law (Ref: 24 CFR 982.54). This includes applicable requirements under:

- A. The Fair Housing Act, 42 U.S.C. 3610-3619 (implementing regulations at 24 CFR parts 100, et seq.);
- B. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (implementing regulations at 24 CFR part 1);
- C. The Age Discrimination Act of 1975, 42 U.S.C. 6101-6107 (implementing regulations at 24 CFR, part 146);
- D. Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR1253 (1980), as amended, Executive Order 12892, 59FR 2939 (1994) (implementing regulations at 24 CFR, part 107);
- E. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (implementing regulations at 24 CFR, part 8);
- F. Title II of the Americans with Disabilities Act, 42 U.S.C 12101, et seq; and
- G. Equal access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (77 FR 5662) (Equal Access Rule” or “rule”).

3. Equal Opportunity Posting Requirements

There shall be maintained in the CHA’s office waiting room a bulletin board, which will accommodate the following posted materials:

- A. Statement of Policies and Procedures Governing the Housing Choice Voucher Administrative Plan;
- B. Open Occupancy Notice (Applications being Accepted and/or Not Accepted);
- C. Income Limits for Admission;
- D. Utility Allowances;
- E. Informal Review and Hearing Procedure;
- F. Fair Housing Poster; and
- G. “Equal Opportunity in Employment” Poster.
- H. Copy of Plan at front desk.

4. **Privacy Rights**

Applicants will be required to sign the Federal Privacy Act Statement which states under what conditions HUD will release information concerning Housing Choice Voucher participants. Requests for information by other parties must be accompanied by a signed release request in order for the CHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law regulations (Reference HUD Form 9887 & HUD 9887-A “Notice and Consent for the Release of Information”).

Outreach to Families and Contact with Landlords

The Authority's continuing efforts to advertise and perform outreach activities to families and owners will be governed by the following:

- A. Since the current waiting list appears to be representative of a cross section of low-income families, the CHA does not plan special outreach activities. Efforts will be implemented in accordance with the equal opportunity requirements imposed by contract or federal law including applicable requirements under:
- ◆ The Fair Housing Act, 42 U.S.C. 3610-3619;
 - ◆ Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d;
 - ◆ The Age Discrimination Act of 1975, 42 U.S.C. 6101-6107;
 - ◆ Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR 1253 (1980), as amended, Executive Order 12892, as amended, Executive Order 12892, 59 FR 2939 (1994);
 - ◆ Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794;
 - ◆ Title II of the Americans with Disabilities Act, 42 U.S.C. 12101; and
 - ◆ Equal Access Rule (77 FR 5662).
- B. If the flow of applicants becomes too rapid in relation to the agency staff capacity to process the applications, measures will be taken to reduce applicant flow, such as reducing the number of days and hours in the week when applications will be accepted. The CHA, with approval of the Board of Commissioners, also reserves the right to periodically suspend taking of applications until the number of applicants is reduced to a point where a family can be properly placed within one year. Both suspensions and resumption of application taking will be announced publicly through news releases to the media and by other advertisement in accordance with the notice requirements to lower-income families contained in 24 CFR 982.206. If applicant flow is too slow in relation to the leasing schedule, special outreach efforts will be initiated in accordance with equal opportunity requirements identified above.
- C. At this time, special outreach efforts to owners and property managers appear to be unnecessary. CHA's Housing Choice Voucher Assisted Housing Programs are well known in the real estate community, and the CHA enjoys excellent lines of communication and cooperation with principal owners. Should the status of the above programs indicate that additional efforts are advisable, efforts will be made utilizing local newspapers, private owners, Board of Realtors, Public Service Announcements, church bulletins, etc.
- D. Through CHA's well-established contacts in Chicopee real estate community, the Housing Choice Voucher staff continually performs outreach to those with units outside areas of low-income and minority concentration. These efforts will be documented by the Housing Choice Voucher staff and records retained for monitoring.

- E. A landlord information packet will be mailed to prospective and new landlords to inform them of the program rules and benefits.

CHA's interface with the Public Relations Plan represents its continuing efforts to provide compliance with Title VI and 504, as well as adhering to the general provisions for its Housing Choice Voucher Program.

Additional information to Landlords and Tenants

Owner Screening Responsibilities

Owners/Agents are notified that the selection of a family for program participation is not a representation by the CHA about the family's expected behavior or suitability for tenancy. Determining tenant suitability is the housing owner's responsibility. Owners are permitted and encouraged to screen families on the basis of their history as tenants. An owner may consider a family's background with respect to such factors as:

- ◆ Payment of rent and utility bills;
- ◆ Caring for a unit and premises;
- ◆ Respecting the rights of others to the peaceful enjoyment of their housing;
- ◆ Drug related criminal activity or other criminal activity that is a threat to the life, safety or property of others (criminal convictions are a matter of public record); and,
- ◆ Compliance with other essential conditions of tenancy.

To assist the owner in obtaining this information the CHA will provide the following information upon request:

- ◆ The family's current address, as shown in the CHA records;
- ◆ The name and address, if known, of the landlord at the family's current and prior address;

The CHA may also offer the owner (upon a written request) other information in the CHA's possession, about the family, including information about the tenancy history of family members, or about drug trafficking by family members. This information will include at a minimum:

- ◆ Information on amounts the CHA paid to an owner under a HAP contract for rent, damages to the unit or other amounts owed by the family under the lease,
- ◆ Information on the tenant rent portion that is not paid to the owner; and,
- ◆ Family's compliance with Housing Quality Standards.

CHA's Screening Responsibilities

The CHA will screen tenants for eligibility based on income and family size. A report will also be obtained which will indicate if the person has been evicted, or is being evicted from Public Housing, owes another PHA money, or has been arrested. A Criminal History Report will be obtained for every applicant 18 years old or older.

Leases and contracts under the Housing Choice Voucher Program are effective the first day of each month. The CHA's Housing Choice Voucher Program will pro-rate number of days for Housing Assistance Payment when a family moves in. The pro-rated amounts will be based on a thirty (30) day period.

Deadline for changes

In order for changes to be made for either tenants or landlords, moves, changes in address, sales of property, portability, etc. Housing Choice Voucher staff must have received the new information by the 22nd of the month. If information regarding changes is not received, the Housing Assistance Payment will go to the current owner of record. If changes occur on or after the 22nd, parties are to petition Housing Choice Voucher staff to hold the payment. In order to do this, owners, etc. must bring in documentation such as deed, court order or legal notice of change, in order to justify holding current payment. In some cases, Housing Choice Voucher staff will verify ownership with the County Tax Assessors office, and payment will be made to party(ies) declared on the record.

Claim for damages & unpaid tenant rent

The owner has the opportunity to collect a security deposit from the tenant. The owner may use this security deposit, subject to State or local law, including any interest accrued on the deposit, for reimbursement of any unpaid rent payable by the tenant, damages to the unit or any other amounts owed by the tenant under the lease.

When a security deposit is applied against an unpaid balance owed by a tenant, the owner must provide written documentation of all items charged against the security deposit and a breakdown of those charges. Upon resolution of all outstanding charges, any unused balance must be promptly refunded to the tenant.

Absence from dwelling unit and family break up

Families may not be absent from the dwelling unit for a period of more than one hundred and eighty (180) consecutive calendar days for any circumstance or reason. This stipulation does not apply to imprisonment under Family Obligations.

In the event a family breaks up, the head or spouse of family remaining in the unit under lease in the Housing Choice Voucher Program will remain as the Housing Choice Voucher holder. The other member/members may apply for housing if they so desire.

Information regarding landlords

The CHA shall provide a family with information regarding practices of the landlord/owner, should they request it. The CHA shall also provide a list of landlords known to the CHA who are interested and willing to lease a unit to a family.

The CHA, if requested by a family, shall provide a list of barred landlords in the local market.

Definition of Terms

Please note the definition of terms as outlined in Title 24 CFR Parts 5, 812, 813, 882, 887 and 982.4 are incorporated by reference as part of this Administrative Plan and shall apply to all Housing Choice Voucher Assisted Housing as outlined in this Administrative Plan. The following definitions shall be applicable to all assisted housing under the Act.

Absorption

In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA's consolidated ACC.

ACC

Annual Contributions Contract.

ACC Reserve Account

(Formally "project reserve.") Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

Adjusted Income

Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:

- A. A deduction of \$480.00 for each member of the family (other than head of household or spouse) who is:
 - 1. Seventeen (17) years of age or younger, or
 - 2. Who is eighteen (18) years of age or older and a verified full-time student and/or is disabled according to this Section.
- B. A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) under thirteen (13) years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges and cannot exceed the amount of income from employment (if employed).
- C. A deduction of \$400.00 for Elderly Family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is disabled according to this section.
- D. A deduction for any elderly family:
 - 1. That has no Disabled Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three percent (3%) of Total Annual Family Income.

2. That has Disabled Assistance Expenses greater than or equal to three percent (3%) of Total Annual Family Income, an Allowance for Disabled Assistance computed in accordance with paragraph F of this Section, plus an allowance for medical expenses that is equal to the Family's medical expenses.
 3. That has Disabled Assistance Expenses that are less than three percent (3%) of Total Annual Family Income, an allowance for combined Disabled Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three percent (3%) of Total Annual Family Income. Expenses used to compute the deduction cannot be compensated for, nor covered by insurance.
- E. For persons with disabilities, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:
1. Families whose income increases as a result of employment of a disabled 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 disabled family member in any economic self-sufficiency or other job training program.
 3. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least \$500.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

- F. Child Care Expenses: Amounts anticipated to be paid by the Family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to **actively seek employment**, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges determined by the PHA, by conducting surveys of local child care providers. The results are posted in the PHA office(s).

NOTE: *If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the resident's rent will be established at the PHA's established minimum rent.*

Administrative Fee

Fee paid by HUD to the PHA for administration of the program.

Administrative Fee Reserve

(Formerly “operating reserve.”) Account established by the PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

Administrative Plan

The administrative plan describes PHA policies for administration of the tenant-based programs.

Admissions

The effective date of the first HAP Contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

Adult

An adult is:¹

- ◆ Eighteen (18) years of age or older;
- ◆ Eighteen (18) years of age and married (not common law); or
- ◆ A person that has been relieved of the disability of non-age by the juvenile court.

Amortization Payment

In a manufactured home space rental, the monthly debt service payments by the family to amortize the purchase price of the manufactured home.

Annual Contributions Contract (ACC)

A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program.

Annual Income

Annual Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this policy.

Annual Income **includes**, but is not limited to, the following: Ref: CFR 5.609.

- A. The full amount, before any payroll deductions, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses);

¹ Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.

- B. Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining Net Income.) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or other assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- C. Interest, dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). All allowance for depreciation is permitted only as authorized in Paragraph “B” of this section. Any withdrawal of cash or assets from an investment will be 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 \$5,000.00, Annual Income shall include 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;
- D. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;
- E. Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen’s compensation and severance pay;
- F. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that are 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 shall consist of:
 - 1. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - 2. The maximum amounts that the welfare assistance agency could in fact allow the family for shelter and utilities. If the families’ welfare assistance is rate reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular (monthly) contributions of gifts, including amounts received from any persons not residing in the dwelling;
- H. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances for dependents, etc.) received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit. (See “Hazardous Duty Pay” under Income Exclusions);

- I. Payments to the head of the household for support of a minor or payments nominally to a minor for his/her support, but controlled for his/her benefit by the head of the household or a resident family member other than the head who is responsible for his/her support;
- J. Veterans Administration compensation (Service Connected Disability or Death Benefits)².

Annual Income **does not include** such temporary, non-recurring or sporadic income as the following:

- A. Temporary, non-recurring or sporadic income (including gifts);
- B. Amounts that are specifically for or in reimbursement of the cost of medical expenses for any family member;
- 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 (but see "payments in lieu of earnings" in this policy);
- D. Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;
- E. The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;
- F.
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a disabled person 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); or
 - 3. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- G. Monies received for performing census data collection.
- H. Income from employment of children (including foster children) under the age of 18 years;
- I. Payments received for the care of foster children;
- J. Income of a Live-in Aide, as defined in 24 CFR 913.102;

² (whether or not living in the dwelling, Annual Income does not include the special pay to a family member in the Armed Forces away from home and exposed to hostile fire)

- K. 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.
- L. The following updated list of federally mandated exclusions supersedes that notice published on August 3, 1993. The following list of program benefits is the comprehensive list of benefits that currently qualify for the income exclusion stated in 24 CFR 5.609(c) (17) per the Federal Register publication on April 20, 2001:
1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. - 2017(b));
 2. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
 3. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
 4. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
 5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 6. 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);
 7. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat 2503-04);
 8. 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);
 9. 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);
 10. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f));
 11. 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.);
 12. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);

13. 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);
14. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
15. 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);
16. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
17. 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);
18. 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
19. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
20. Earned Income in excess of \$480 for each full-time student 18 years or older.
21. Full amount of student financial assistance.

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.

Applicant

A family that has applied for admission to a program but is not yet a participant in the program.

Assets

The value of equity in real property, savings, stocks, bonds, checking and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not to be considered as an asset.

Auxiliary Aids

Service animals that assist persons with disabilities are considered to be auxiliary aids and are exempt from the pet policy and from the refundable pet deposit. Examples include guide dogs for persons with vision impairments, hearing dogs for people with hearing impairments, and emotional assistance animals for persons with chronic mental illness.

Budget Authority

An amount authorized and appropriated by the Congress for payment to PHA's under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

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, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Contiguous MSA

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

Contract Authority

The maximum annual payment by HUD to a PHA for a funding increment.

Contract Rent

The total amount of rent specified in the Housing Assistance Payments (HAP) Contract as payable to the owner by the family and by HUD or the PHA on the Family's behalf.

Dependent

A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or is a Full-Time Student. An unborn child shall not be considered a dependent.

Disability

A physical or mental impairment that substantially limits one or more of the major life activities of such for an individual.

Disabled Assistance Expense

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 or reimbursed by an outside source.

Disabled Household

A household where a single person, the head of household, or the spouse of the head of household is disabled is classified as a disabled household. HUD also classifies a household as disabled if two or more disabled individuals live together or one disabled individual lives with a live-in aide.

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, 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, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under 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

Term means:

- A. Drug-trafficking; or
- B. Illegal use, or possession for personal use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Drug-Trafficking

The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Earned Income Disregard

Any family whose income increases from new or greater employment will be disregarded for 24 months from the date of the income increase. The rent increase will then be phased in over a two-year period after the initial 12 months disregard may change from 100 percent to not less than 50 percent increase can be applied to the rent calculation in either year. The disallowance of increased income for an individual family member is limited to a life-time 48-month period.

The earned income disregard applies to the following family members:

- A family member whose earned income increases during a family self-sufficiency or other job training program.
- A family member who, during the previous 6 months, was assisted under any State Temporary Assistance to Needy Families Program (TANF).
- A family member who becomes employed after being unemployed for at least one year.

Effective Date

The “effective date” of an examination or re-examination refers to (1) in the case of an examination for admission, the effective date of the HAP contract, and (2) in the case of re-examination of an existing tenant, the effective date of the re-determined Total Tenant Payment.

Elderly Household

A family whose head or spouse (or sole member) is an elderly person (a person who is at least 62 years of age). It may include two (2) or more elderly persons living together, with one (1) or more persons living in the unit who are determined to be essential to the care and well-being of the elderly person or persons.

Elderly Person

A person who is at least 62 years of age.

Emancipated Minor

Any juvenile who is 16 years of age or older and who has resided in the same county in the State for six (6) months next preceding the filing of the petition may petition the court in that county for a judicial decree of emancipation. A married juvenile is also emancipated by the same Article (1997, c.815, s.1.).

Enterprise Income Verification (EIV)

Formally known as Upfront Income Verification (UIV). The system electronically utilizes independent sources, such as those maintained by the Social Security Administration, State Wage Information Collection Agencies, and private vendors, to confirm income figures provided at application and re-certification.

Eviction

The dispossession of the resident from the leased unit as a result of the termination of the lease prior to the end of the term, for serious or repeated violations of material terms of the lease or to fulfill the resident's obligations set forth in HUD regulations, Federal, State, or Local Law or for other good cause.

Extremely Low-income Family

A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. A very low-income family.

Exception Rent

In the housing choice voucher program, the PHA may adopt a payment standard range of 90% to 110% of said payment standard.

Fair Market Rent (FMR)

The rent, including the cost of utilities (except telephone), that would be required to be paid in the housing market area to obtain privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the **Federal Register** in accordance with 24 CFR part 888.

Familial Status

A single, pregnant person which is considered as a family of two people. The pregnancy requires verification from a doctor that specifies the name of the applicant and must be furnished to the PHA. In addition, single persons in the process of securing custody through adoption and other means should be treated identically as a single pregnant woman but must provide evidence of a reasonable likelihood of success to be admitted for occupancy prior to obtaining custody by the following:

- ◆ Adoption agency
- ◆ Court order
- ◆ Certified legal document

Family

A family is simply one or more individuals who live together. Members of the family do not need to be related by blood, marriage or in any other legal capacity. Family members who are away from the household for a certain period of time may be considered part of the family. Live-in aides are also considered a family member.

Family Member with a fixed source of Income

A family member receives periodic payments at reasonably predictable levels from the following: Social Security; Supplemental Security Income; Supplemental Disability Insurance; Federal; state, local or private pension plans; annuities or other retirement benefit programs, insurance policies, disability or death.

Family Self-Sufficiency Program (FSS Program)

The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services (42 U.S.C. 1437uu). See 24 CFR part 984.

Family Unit Size:

The appropriate number of bedrooms for a family. Family unit size is determined by the PHA under the PHA subsidy standards.

FMR

Fair Market Rent.

FMR/Exception Rent Limit

The Housing Choice Voucher Housing fair market rent published by HUD Headquarters, or any exception rent. For a tenancy in the housing choice voucher program, the PHA may adopt a payment standard up to the FMR/Exception Rent Limit.

Foster Children

With the prior written consent of the PHA, a foster child may be added as a Housing Choice Voucher participant. It is a budget consideration and not the voucher itself that determines the approval of the addition of foster children.

Frail Elderly

An elderly person who is unable to perform at least three "activities of daily living" comprising of eating, bathing, grooming, dressing, or home management activities.

Full-Time Student

A person who is carrying a subject load that is considered full-time for students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma of certified program, as well as an institution offering a college degree.

Funding Increment

Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

Gender Identity

Actual or perceived gender-related characteristics.

Handicapped Person (See Person with disabilities)

Guest

For the purposes of determining whether an individual's criminal activity is the responsibility of the tenant, a guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined.

Harassment

Words, conduct, or action, usually repeated or persistent that, being directed at a specific person, annoys, alarms, or causes substantial emotional distress in that person and serves no purpose.

Head of Household

Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.

Households

All the people who occupy a housing unit. A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit such as partners or roomers, is also counted as a household.

Housing Agency

Hereinafter referred to as a Public Housing Authority (PHA). 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, including an Indian Housing authority (IHA).

Housing Assistance Payment (HAP)

The monthly assistance payment by a PHA. The total assistance payment consists of:

- A. A payment to the owner for rent to owner under the family's lease.
- B. An additional payment to assist with utilities to either the family or the utility provider if the total assistance payment exceeds the rent to the owner.

Housing Assistance Payments Contract (HAP Contract)

A written contract between a PHA and an owner, in the form prescribed by HUD headquarters, in which the PHA agrees to make Housing Assistance Payments to the owner on behalf of an eligible family.

Housing Choice Voucher

Housing Choice Vouchers allow very low-income families to choose and lease or purchase safe, decent, and affordable privately-owned rental housing.

Housing Choice Voucher Holder

A family holding a housing choice voucher with unexpired search time.

Housing Choice Voucher Homeownership Program Option

A voluntary program operated by a PHA whereby Tenant-based assistance to an eligible family that purchases a dwelling unit that will be occupied by the family.

Housing Quality Standards (HQS)

The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD

The U.S. Department of Housing and Urban Development.

HUD Requirements

HUD requirements for the Housing Choice Voucher Program. HUD requirements are issued by HUD headquarters, as regulations, **Federal Register** notices or other binding program directives.

IHA

Indian Housing Authority.

Indian Housing

ONAP ensures that safe, decent and affordable housing is available to Native American families and creates economic opportunities for Tribes and Indian housing residents.

INS

The U.S. Immigration and Naturalization Service.

Income Exclusions

Annual Income does not include such temporary, non-recurring or sporadic income as the following:

- A. **Temporary:** Casual, sporadic, temporary, non-recurring income, including gifts.
- B. **Medical Reimbursements:** Amounts that are specifically received from, or are a reimbursement of, the cost of illness or medical care.
- C. **Lump-Sum Additions to Family Assets:** Such as, but not necessarily limited to, inheritances, insurance payments, including payments under health and accident insurance and workmen's compensation, capital gains, and settlements for personal or property losses.

- D. **Scholarships:** Full amounts of educational scholarships paid directly to the student or to the educational institution and amounts paid by the United States Government to a veteran for use in meeting the cost of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student.
- E. **Relocation Payments:** Made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636).
- F. **Food Stamps:** The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1973 (7 U.S.C. 2017(b)).
- G. **Domestic Volunteers Service Act:** Payments received by participants or volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973 (42 U.S.C. 5044(g), 5058).
- H. **Income of a Live-In Aide:** (as defined in this policy).
- I. **Job Training Partnership Act:** Payments received from the Job Training Partnership Act (29 U.S.C. 1552(b))
- J. **Hazardous Duty Pay:** For a family member in the Armed Forces away from home and exposed to hostile fire.
- K. **Minor Income:** Income from employment of children (including foster children) under the age of eighteen (18).
- L. **Foster Care:** Payment received for the care of foster children.
- M. **Alaska Native Claims Settlement Act:** Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a)), or reparation payments made by foreign governments in connection with the Holocaust.
- N. **Submarginal Land Income:** Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459(e)).
- O. **Home Energy Assistance Program:** Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)).
- P. **Grand River Band of Ottawa Indians:** Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. Law 94-540, 90 Stat. 2503-2504).
- Q. **Indian Claims Commission or the Court of Claims:** The first \$2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117(b), 1407).
- R. **Older Americans Act:** Payments from Programs under Title V of The Older Americans Act of 1965 (42 U.S.C. 3056(f)).

- S. **HUD Training:** Amounts received under training programs funded by the Department of Housing and Urban Development.
- T. **Plan to Attain Self-Sufficiency:** Amounts received by a disabled person 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).
- U. **Other Publicly Assisted Programs:** Amounts received by a participant in other publicly assisted programs which is specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- V. **A Resident Service Stipend:** A resident stipend is a modest amount (i.e., \$200.00 or less per month), received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination and resident management. No resident may receive more than one such stipend during the same period of time. The exclusion exempts resident service stipends from annual income, but only if the resident service stipend does not exceed \$200.00 per month.
- W. **Adoption Assistance Payments:** Income payments received for the care of adopted children to the extent that the payments exceed \$480.00 per adopted child.
- X. **Student Financial Assistance:** This exclusion exempts from annual income all amounts received from student financial assistance. Student financial assistance is interpreted broadly to include various scholarships, educational entitlements, grants, work-study programs and financial aid packages.
- Y. **Earned Income of Full-Time Students:** This exclusion exempts earnings in excess of \$480.00 for each full-time student eighteen (18) years old or older, except for the head of household and spouse. The exemption only applies to earnings in excess of \$480.00 since the family already receives a \$480.00 deduction from income for any full-time student.
- Z. **Adult Foster Care Payments:** This exclusion removes from the computation of annual income payments the care of foster adults, usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone. Currently, only payments for the care of foster children are excluded from annual income. In adding this exclusion, the Department is not requiring that housing authorities or owners permit foster adults in assisted housing.

- AA. **Compensation from State or Local Job Training Programs and Training of Resident Management Staff:** This exclusion exempts compensation received from qualifying employment training programs and the training of resident management staff. To qualify under this exclusion, the compensation received must be a component of a state or local Employment Training Program with clearly defined goals and objectives. Moreover, only the compensation received incident to the training program is excluded, (i.e., any additional income received during the training program, such as welfare benefits, will continue to be counted as income). In addition, this exclusion only covers compensation received while the resident participates in the employment-training program and the duration of participation must be for a limited period determined in advance. An example of compensation, which falls under this exclusion, is compensation received from on-the-job training and during apprenticeship programs.
- BB. **Property Tax Rebates:** This provision excludes state rent credits and rebates for property taxes paid on a dwelling unit.
- CC. **Home Care Payments for Developmentally Disabled Children or Adult Family Members:** This exclusion exempts amounts paid by a state agency to families who have developmentally disabled children or adult family members living at home. States that provide families with home care payments do so to offset the cost of services and equipment needed to keep a developmentally disabled family member at home.
- DD. **Deferred Periodic Payments:** Of supplemental security income and social security benefits that are received in a lump sum payment.
- EE. **Earned Income Disallowance for persons with disabilities** as defined by 24CFR5.617.
- FF. **Any allowance paid to a child suffering from Spina Bifida who is the child of a Vietnam Veteran** under the provisions of 38 USC 1805.
- GG. **Any amount of crime victim compensation** (under the Victims of Crime Act) received through crime victim assistance as determined under the Victims of Crime Act.

Indian

Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

Indian Housing Authority (IHA)

A housing agency established either:

- A. By exercise of the power of self-government of an Indian Tribe, independent of State law; or
- B. By operation of State law providing specifically for housing authorities for Indians.

Initial Contract Rent

In the housing choice voucher program, the contract rent at the beginning of the initial lease term.

Initial PHA

In portability, the term refers to both:

- A. A PHA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting PHA.
- B. A PHA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing PHA.

Initial Lease Term

The initial term of the assisted lease. The initial lease term must be for at least one year.

Initial Rent to Owner

The rent to owner at the beginning of the initial lease term.

Jurisdiction

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

Landlord

Either the owner of the property or their representative or the managing agent as designated by the owner.

Lease

- A. A written agreement between an owner and a 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 the PHA.
- B. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's cooperative dwelling unit by the member's family with Housing Assistance Payments to the cooperative under a HAP Contract between the cooperative and the PHA. For purposes of part 982, the cooperative is the Housing Choice Voucher "owner" of the unit, and the cooperative member is the Housing Choice Voucher "tenant".

Lease Addendum

In the lease between the tenant and the owner, the lease language required by HUD.

Limited English Proficiency or "LEP"

Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. Those individuals are referred to as limited English proficient, or "LEP."

Live-In Aide

A person who resides with an Elderly, or Disabled person or persons, and who must meet the following criteria:

- 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.

Local preference

A preference used by the PHA to select among applicant families.

Low Income Family

A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the housing choice voucher program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Marital Status

The condition of being married or unmarried.

MSA

Metropolitan statistical area.

Manufactured Homes

A manufactured structure that is built on a permanent chassis, designed for use as a principle place of residence, and meets HQS.

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. Medical expenses are allowed only if the head of household or spouse is elderly, or disabled. If they meet that criteria medical expenses for all household members can be counted in determining adjusted income.

Medical Marijuana

Any household member who engages in the use of medical marijuana may not reside with the household or on the premises. Because state medical marijuana laws, insofar as they may be interpreted to mean that the use of medical marijuana is not the illegal use of a controlled substance, directly conflict with the objective of the Public Housing Reform Act's requirements regarding admissions or use by existing residents. Medical marijuana is prohibited on Housing Authority property.

Military Service

Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the commissioned corps of the United States Public Health Service.

Minimum Rent

Families assisted under the Housing Choice Voucher program pay a monthly “minimum rent” of not more than \$50.00 per month. The PHA has the discretion to establish the “minimum rent” from \$0.00 up to \$50.00. The minimum rent established by the CHA is \$50.00.

Minimum Rent Hardship Exemptions

The PHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship for an initial period of 90 days.

Minor

A “minor” is a person less than Eighteen (18) years of age. Provided, that a married person eighteen (18) years of age or younger shall be considered of the age of majority. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.)

Mixed Family

A mixed family is a family that includes at least one U.S. citizen eligible immigrant and any number of ineligible family members.

Monthly Adjusted Income

One-twelfth of Adjusted Income.

Monthly Income

One-twelfth (1/12) of Annual Income. For purposes of determining priorities based on an applicant’s rent as a percentage of monthly 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, including Puerto Rico, the U.S. Virgin Islands, Guam, Canal Zone, etc.

Near Elderly Family

A family whose head (including co-head), spouse or sole member 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 62.

Near-Elderly Person

A person who is at least fifty (50) years of age but below the age of sixty-two (62).

Net Family Assets

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investments, excluding, interests in Indian trust land and excluding equity accounts in HUD ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (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 as 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.) In determining Net Family Assets, the PHA shall include the value of any assets disposed of by an applicant or resident 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 re-examination, 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 resident received important consideration not measurable in dollar terms.

Non-Citizen

Any person who is neither a citizen nor national of the United States.

ONAP

Office of Native American Programs

Participant (Participant Family)

A family that has been admitted to the PHA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP Contract executed by the PHA for the family (first day of initial lease term).

Payment Standard

In the voucher program, an amount used by the PHA to calculate the Housing Assistance Payment for a family. Each payment standard amount is based on the fair market rent. The PHA adopts a payment standard for each bedroom size and for each fair market rent area in the PHA jurisdiction. The payment standard for a family is the maximum monthly subsidy payment.

Person with Disabilities

Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment."

In general, a physical or mental impairment includes hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex, and mental retardation that substantially limit one or more major life activities. Major life activities include walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself.

PHA jurisdiction

The area in-which the PHA is not barred and is legally permitted to operate under State law.

Portability

Renting a dwelling unit with Housing Choice Voucher tenant-based assistance outside the jurisdiction of the initial PHA.

Preference

At the option of the PHA, a preference system can be used to place families on the waiting list ahead of other applicants who do not claim a preference.

Premises

Land, tenements, condominium or cooperative units, air rights and all other types of real property leased under the terms of a rental agreement, including any facilities and appurtenances, to such premises, and any grounds, areas and facilities held out for the use of tenants generally or the use of which is promised to the tenant. “Premises” include structures, fixed or mobile, temporary or permanent, vessels, mobile trailer homes and vehicles which are used or intended for use primarily as a dwelling or as a place for commercial or industrial operations or storage.

Program

The tenant-based housing choice voucher program.

Project-Based

Rental assistance that is attached to the structure.

Project-Based Voucher Program (PBV)

Project-based assistance under 24 CFR part 983, using funding under the consolidated ACC for the PHA housing choice voucher program.

Public Housing

Providing decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities.

Public Housing Agency (PHA)

Any State, county, municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.

Reasonable Rent

A rent to owner that is not more than either: 1) Rent charged for comparable units in the private unassisted market; or 2) Rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

Receiving PHA

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

Re-Certification

Re-certification is sometimes called re-examination. The process of securing documentation that indicates that tenants meet the eligibility requirements for continued occupancy.

Re-Examination Date

The date on which any rent change is effective or would be effective if required as a result of the annual or interim re-examination of eligibility and rent.

Regular Tenancy

In the Housing Choice Voucher program: a tenancy other than an over-FMR tenancy.

Remaining Member(s) of the Tenant Family

The eligible person(s) of legal age remaining in the subsidized unit after the person(s) who signed the housing choice voucher has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. This person must complete forms necessary for Housing Choice Voucher assistance within ten (10) calendar days from the departure of the leaseholder and may remain in the unit for a reasonable time (not more than sixty [60] calendar days from the date the individual requests head of household status) pending the verification and hearing process. This person must, upon satisfactory completion of the verification process, then execute all required Housing Choice Voucher subsidy documents and cure any monetary obligations in order to maintain assistance. Any person who claims him or herself as a remaining member shall, in the event that the PHA declares him or her ineligible for remaining member status, be entitled to an informal hearing.

Rent to Owner

The monthly rent payable to the owner under the lease and only as allowed by HUD's Tenancy Addendum. Rent to owner includes payment for any services, maintenance and utilities to be provided by the owner in accordance with the lease.

Residency Preference

A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

Residency Preference Area

The specified area or jurisdiction where families must reside to qualify for a residency preference.

Sexual Orientation

Homosexuality, heterosexuality or bisexuality.

Single Person

A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a resident family.

Spouse

Spouse means the husband or wife of the head of household.

Streamlining Rule

Streamlining Administrative Regulations for Public Housing, Housing Choice Voucher, Multifamily Housing, and Community Planning and Development Programs, also known as the “streamlining rule.”³

Subsidy Standards

Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions. See definition of “family unit size”.

Suspension

Stopping the clock on the term of a family’s housing choice voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request.

Tenant

The person or persons (other than a Live-In Aide) who execute the lease as lessee of the dwelling unit.

Tenant-Based

Rental assistance that is not attached to the eligible family and not attached to the structure being rented by the family.

Tenant Rent

The amount payable monthly by the family as rent to the owner, including a PHA. Where all utilities (except telephone) and other essential housing services are supplied by the owner, the Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance. In the case of a family renting only a manufactured home space, Tenant Rent equals the space rental minus the Housing Assistance Payment, as defined in the applicable program regulations.

³ See NOTICE PIH 2016-05 (HA) Issued: April 7, 2016

Total Tenant Payment (TTP)

The TTP for families participating in the housing choice voucher and moderate rehabilitation programs must be at least \$50.00, which is the minimum rent established by the PHA.

A. For the Housing Choice Voucher Program, the TTP must be the greater of:

1. Thirty percent (30%) of family monthly adjusted income;
2. Ten percent (10%) of family monthly income;
3. Welfare rent (if applicable) in as-paid states; or
4. \$50.00, which is the minimum rent set by the PHA.

B. For the Housing Choice Voucher Program:

The TTP is the same as A. 1., 2., and 3. above. The utility allowance is applicable for the Housing Choice Voucher Program. Voucher families will pay the owner the difference between the monthly rent to the owner and the Housing Assistance Payment. Voucher families will also pay the cost of tenant-furnished utilities under the lease.

Utility

The provision of general electricity, gas, heating fuel, cooking fuel, hot water, sewer, trash, range and refrigerator.

Utility Allowance

An allowance for the cost of utilities (except telephone) for an assisted unit which are not provided by the landlord but are the responsibility of the family occupying the unit is called a utility allowance. This utility allowance is based upon building type and is determined by number of bedrooms and is equal to the estimate made by the PHA or HUD, of the monthly cost of a reasonable consumption of such utilities for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement

The amount, if any, by which any utility allowance for family-paid utilities or other housing services exceeds the total tenant payment. This reimbursement will be made to the tenant and/or utility company of the tenant's choice.

Very Low-Income Family

A family whose annual income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than fifty percent (50%) of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family income.

Veteran

Any person who has served in the active military or naval services of the United States and shall have been discharged or released there from under conditions other than dishonorable.

Violence Against Women Act (VAWA)

A Public Housing Agency (PHA), owner or landlord may not deny admission to an applicant (male or female) who has been a victim of domestic violence, dating violence or stalking if the applicant otherwise qualifies for assistance or admission which will include PHA staff.

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

A document issued by a PHA to a family selected for admission to the voucher program. The voucher describes the program, and the procedures for PHA approval of a unit selected by the obligations of the family under the program.

Waiting List Admission

An admission from the PHA waiting list.

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.

Worst Case Housing Needs

Needs experienced by unassisted very low-income renters who either (1) pay more than one-half of their monthly income for rent; or (2) live in severely inadequate conditions, or both.

Applications for Admission to Housing Choice Voucher Program

All applications for the Housing Choice Voucher Program shall consist of a pre-application as is consistent with CHA's occupancy policies.

The following conditions shall govern the taking and processing of applications:

- A. The CHA **will not**, on account of race, age, color, creed, sex, religion, handicap, familial status, sexual orientation, gender identity, or national origin, deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs.

The CHA does not discriminate in admission or access to its federally assisted housing programs. Any individual eligible to be served who has a visual or hearing impairment will be provided with the information necessary to understand and participate in CHA's programs. The Executive Director has been designated as the responsible employee to coordinate the Authority's efforts to comply with the nondiscrimination based on handicap regulations.

- B. The CHA, with Board of Commissioners' approval, reserves the right to suspend taking applications for placement on the waiting list when the current supply of waiting list applications exceeds the number of families which could be reasonably expected to be housed within twelve (12) months.
- C. All applications must be made by a responsible adult member of the tenant family, who will reside in the household, or a minor person who, by virtue of court order has been determined to be an adult. He/She shall sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. CHA requires the signature of all adult members of the applicant household. No applications shall be accepted unsigned.
- D. The CHA will normally take applications from a central location but reserves the right to establish satellite locations for application taking or to mail application to disabled persons.
- E. The CHA reserves the right to establish times for taking applications including by appointment. CHA's staff may, at its discretion, provide for application interviews outside normal hours when necessary for hardship reasons.
- F. Application interviews shall be conducted in privacy to the greatest extent possible.
- G. The CHA will request, but not mandate, information regarding the race or ethnic designation of the head of household must be included in the application. The application shall indicate the date and time of application and the Authority's determination of eligibility or ineligibility.
- H. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented.
- I. CHA has contracted with MassNAHRO who has a licensing agreement with Go Section 8 to maintain and manage the HCV Section 8 wait list.
- J. The CHA shall maintain such records as are necessary to document the disposition of all applications and to meet U.S. Department of Housing and Urban Development audit requirements, which currently is for a period of three (3) years.

- K. All applicants for Housing Choice Voucher assistance are placed on a single waiting list according to the date and time of application. Information on the program will be given to applicants.
- L. The CHA shall offer to cross list any applicant on its public housing wait list who has an interest in that program, at the time of application.
- M. The CHA will not remove without the families consent a family's name from the Housing Choice Voucher Housing Program wait list because the family has applied for, refused, or rented a subsidized unit.

Misrepresentation of Information

The CHA takes the position that:

“Any person who obtains or attempts to obtain, or who establishes or attempts to establish eligibility for, and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for any assisted housing program or a reduction in tenant rent or any rent subsidy payment from a tenant in conjunction with assisted housing to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or device shall be guilty of a fraud.”

The CHA considers the misrepresentation of income and family circumstances to be a serious lease and policy violation, as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

- A. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
- B. If any examination of the tenant’s file discloses that the tenant made any misrepresentation (at the time of admission or any previous re-certification date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the tenant may have their assistance terminated, even though he/she may be currently eligible.
- C. A tenant family who has made misrepresentation of income or family circumstances is subject to termination from the program and being declared ineligible for future housing assistance.
- D. If it is found that the tenant’s misrepresentations resulted in his/her paying a lower tenant rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains on the Housing Choice Voucher Program but failure to pay under terms established by the CHA shall always result in immediate termination of assistance. The CHA reserves the right to demand full payment within seven (7) days.
- E. The CHA shall report apparent cases of tenant or applicant fraud to the HUD Inspector General’s Office. It shall be the policy of the CHA to press State and Federal authorities for prosecution of cases which, in the CHA’s judgment, appear to constitute willful and deliberate misrepresentation.
- F. The CHA will review all complaints of fraud to determine if a violation does exist.

Missed Appointments for Applicant or Participant

- A. **Missed Appointment Without Notification:** An applicant or person receiving assistance who fails to keep an appointment without notifying the CHA and without re-scheduling the appointment, shall be sent a notice of termination of the process or assistance for failure to supply such certification, release of information or documentation as the CHA or HUD determines to be necessary (or failure to allow the CHA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:
1. Complete Application;
 2. Bringing in Verification Information;
 3. Program Briefing;
 4. Leasing Signature Briefing;
 5. HQS Inspections;
 6. Re-certification;
 7. Interim Adjustment;
 8. Other Appointments or Requirements to Bring in Documentation as Listed in this Plan.
 9. Scheduled Counseling Sessions.
- B. **Process When Appointments are Missed:** For most of the functions above, the family may be given two appointments. If the family does not appear or call to reschedule the appointment(s) required, the CHA may begin the termination process. The applicant or participant will be given an opportunity for an informal review or hearing.

If the representative of the CHA makes a determination in favor of the applicant or participant, the CHA will comply with such decision unless the CHA is not bound by a hearing decision concerning a matter for which the CHA is not required to provide an opportunity for a hearing pursuant to 24 CFR 982.554(c) and 982.555(b).

Admission to Housing Choice Voucher Program Housing

All families who are admitted to Housing Choice Voucher Housing Programs administered by CHA must be individually determined eligible under the terms of this Administrative Plan. In order to be determined eligible, will be examined for compliance with the following requirements:

- A. The applicant family must qualify as a very low-income family in accordance with the income limits established by the U.S. Department of Housing and Urban Development for the Chicopee, Massachusetts.
- B. Qualifies as a lower income family (other than very low-income).
- C. If a prior tenant of public housing or Housing Choice Voucher housing programs and the family owes money to a PHA, the family will not be considered for re-admission until the account is paid in full.
- D. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, etc., will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently terminated from the program, even if the family meets current eligibility criteria at that time.
- E. The family must not engage in drug-related criminal activity or violent criminal activity, including criminal activity by a family member, or family member's guests.
- F. The CHA shall not deny admission to any applicant on the basis that the applicant is or has been a victim of domestic violence or stalking if the applicant otherwise qualifies for admission.
- G. If the applicant is a student and is enrolled at an institution of higher education, is under the age of 24, is not a veteran, unmarried and does not have a dependent child, is individually ineligible for Housing Choice Voucher Program assistance, or the student's parents are, individually or jointly, ineligible for assistance, no Housing Choice Voucher Program assistance can be provided to the student. Unless the student is determined independent from his or her parents, the eligibility of a student seeking Housing Choice Voucher Program assistance will be based on both the student and the parents being determined income eligible for Housing Choice Voucher Program assistance.

Disabled persons receiving assistance before November 20, 2005, are excluded from this provision.

- H. HUD regulations prohibit assistance to ineligible family members. A mixed family is a family that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. CHA will prorate the assistance provided to a mixed family. CHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible.

CHA will grant a temporary deferral of termination of assistance if the family provides documentation of eligible immigrant status and CHA is waiting for US Customs and Immigration Service verification, or if the family is currently participating in the hearing process in reference to their ineligible noncitizen status.

The total deferral period should not exceed 18 months. The initial deferral is granted for a period of 6 months and renewed for 6-month periods thereafter.

Applicants are not automatically determined eligible to receive federal assistance. An applicant will not be placed on the waiting list or issued a housing choice voucher under the following circumstances:

- A. If the applicant's gross income exceeds the limits established by the U.S. Department of Housing and Urban Development, or if the Total Tenant Payment equals or exceeds the Fair Market Rent or Payment Standard applicable for the correct unit size, the applicant will be declared ineligible.
- B. If any adult family member refuses to sign or submit required consent forms (such as the authorization for release of information form or the declaration of citizenship and non-citizen status).
- C. If the applicant does not meet the definition of a family or an elderly family.
- D. If the applicant owes a prior debt to the CHA for any program operated by this PHA or owes another Housing Authority, State of Massachusetts, or any other subsidy program administered by the State or HUD, the applicant will be declared ineligible. At CHA'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.
- E. If the applicant is a former Housing Choice Voucher Program participant who vacated a unit in violation of their lease, the applicant will be declared ineligible. The applicant may re-apply after one (1) year has passed since the violation.
- F. If the applicant as a former Housing Choice Voucher Program participant violated any family obligation under 24 CFR 982.552, the applicant may be declared to be ineligible.
- G. If the applicant or any member of the applicant's family was evicted from public housing, terminated from the Housing Choice Voucher Program or threatened or actually demonstrated abusive or violent behavior toward CHA or other CHA personnel.
- H. If the applicant or any member of the applicant's family committed "illegal" drug-related or violent criminal activity without regard to whether the crime is technically classified as a felony.

- I. The CHA may deny assistance to an applicant because of past drug-related criminal activities. The CHA will consider evidence presented by applicant or family member that he or she is recovering or has recovered from such addiction and does not currently use or possess controlled substances.
- J. If the applicant has committed fraud in connection with any Federal housing program, the applicant may be declared ineligible.
- K. The CHA shall not deny admission to any applicant on the basis that the applicant is or has been a victim of domestic violence or stalking if the applicant otherwise qualifies for admission.
- L. The Authority may elect to extend the period of ineligibility for violations involving criminal or drug related actions.

If the applicant is determined to be ineligible, he/she will be so informed and the reason stated in writing.

No applicant shall be admitted to the Housing Choice Voucher Program without a thorough investigation of income (income verification must be current within sixty [60] days before issuance of the housing choice voucher.), family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. The same type of verifications is required to process any interim or regular re-examinations for the Housing Choice Voucher Program. Complete and accurate verification documentation will be maintained for each applicant and resident. Such documentation may include, but is not limited to the following:

- A. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deductions, together with other eligibility and priority determinations;
- B. Verification forms supplied by CHA and properly completed by employers, public welfare agencies, etc.;
- C. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiate his/her statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who views them;
- D. Statements from self-employed persons, and from persons whose earnings are irregular, such as a salesman, etc., sworn before a Notary, setting forth gross receipts, itemized expenses and net income;
- E. Memoranda of verification data obtained by personal interviews, home visits, telephone or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of the information received;
- F. Copies of income tax returns filed with Federal and State governments;
- G. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in the Administrative Plan for each member of the household;

- H. Verification of evidence of citizenship and/or eligible immigration status or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam;
- I. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement for consideration under the criteria established in this Administrative Plan, provided in written from a qualified person or agency;
- J. Social security card from a legal entity for each household member.

Any family issued a housing choice voucher that did not live in CHA jurisdiction at the time the family applied for assistance must lease a unit in the jurisdiction of the CHA for at least twelve (12) months from the beginning of the initial lease term. The CHA will require families to furnish proof of residency at the time of application (copies of lease or utility bills) to determine the accuracy of family statements concerning residency.

The jurisdiction of the Authority is confined to the City of Chicopee, Massachusetts.

Because eligibility for housing assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the CHA is not limited to verification of data supplied by applicants or participants. ***Failure of an applicant to cooperate with the Housing Authority in obtaining verifications will result in the application being declared incomplete.*** A participant who fails to cooperate or to release information will have their participation terminated. In addition, interim rent reduction will not be made for participants until all required verifications are received. In consideration of the privacy rights of participants and applicants, the CHA will restrict its requests to those matters of income, family composition and other family circumstances which it deems are related to eligibility, rent, unit size and type admission priority rating, or other lawful determinations made by the Housing Authority.

If the verified data as listed in this Administrative Plan are less than sixty (60) days old at the time an applicant is selected for participation the data will be considered as reflecting the applicant family's status at the time of being selected as a participant. If the data (other than income verifications) is more than one hundred and twenty (120) days old, all factors are to be re-verified and findings recorded.

Denial or Termination of Assistance

General Policy

The CHA may deny or terminate housing assistance for the following reasons:

- A. Applicants who owe rent or other amounts to this or another PHA in connection with Housing Choice Voucher Program or other Public Housing assistance under the United States Housing Act of 1937;
- B. Applicants (as a previous tenant in a Housing Choice Voucher Program) or tenants that have not reimbursed this or another PHA for any amounts paid to a landlord under a Contract for rent or other amounts owed by the family under the lease or for a vacated unit;
- C. Tenants who are guilty of program abuse or fraud in any Federal housing assistance program;
- D. Tenants who owe CHA money or breached a Repayment Agreement will not be issued another Housing Choice Voucher to move to another unit;
- E. Tenants who are in default of an executed Repayment Agreement must pay their remaining outstanding balance prior to issuance of a Housing Choice Voucher to move. Tenants will be able to remain in their current unit.
- F. Tenants whose Total Tenant Payment is sufficient to pay the full gross rent and 180 days has elapsed since the CHA's last Housing Assistance Payment was made.
- G. Tenants whose appropriate members do not provide their Social Security numbers and documentation within the time required and specified by CHA.
- H. Tenants who have violated one of their family obligations as listed in 24 CFR 982.551 through 982.553.
- I. If a present participant, under lease in the Housing Choice Voucher Program, owes the CHA any outstanding debt, a payment agreement may be executed. Time frame on the debt is determined by the amount owed the CHA, however, the debt should be paid in full within twelve (12) months or before the issuance of a new housing choice voucher.
- J. If the family has signed an agreement to pay money owed the CHA and they breach the agreement, the CHA may terminate assistance for the breach of agreement.
- K. Any member of a tenant family that commits a criminal activity that threatens health, safety, or right to peaceful enjoyment of premises by other tenants or persons residing in the immediate vicinity of premises.
- L. Housing assistance may also be terminated or denied for any drug crime on or near premises by a family member, guest, or relatives.
- M. Housing Assistance may also be terminated or denied for illegal use of a controlled substance or alcohol abuse when such use or abuse leads to behavior that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

- N. Housing assistance may be terminated for failure to pay rent, maintain utilities and/or because of damage to the premises.
- O. If any member of the family has ever been evicted from public housing.
- P. If CHA has ever terminated assistance under the housing choice voucher program for any member of the family.
- Q. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- R. If the family has engaged in or threatened abusive violent behavior toward CHA personnel.

Time Frames for Denial

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

- A. Denied admission for one (1) year for violation of illegal use, or possession for personal use, of a controlled substance or alcohol.
- B. Denied admission for three (3) years for the following:
 - 1. Persons evicted from public housing, Indian Housing, Housing Choice Voucher, because of drug-related criminal activity are ineligible for admission to Housing Choice Voucher Program for a three-year period beginning on the date of such eviction.
 - 2. The CHA can waive this requirement if the person demonstrates to the CHA's satisfaction successful completion of a rehabilitation program approved by the CHA, or the circumstances leading to the eviction no longer exist.
- C. Denied admission for five (5) years for the following:
 - 1. Fraud (giving false information on the application is considered fraud);
 - 2. An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five (5) years shall begin on the date of the last reported act, completion of sentence and/or probation period.
- D. Denied admission for ten (10) years for a conviction of Drug Trafficking.
- E. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- F. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of the assisted housing. Premises are defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

- G. Before a PHA denies admission to, terminates the assistance of, or evicts an individual or household member or guest, the PHA must determine that the relevant individual engaged in such criminal activity. HUD has determined that the fact that an individual was arrested is not evidence that he or she has engaged in criminal activity. The fact that there has been an arrest for a crime is not a basis for the requisite determination that the relevant individual engaged in criminal activity warranting denial of admission, termination of assistance, or eviction. An arrest shows nothing more than that someone probably suspected the person apprehended of an offense.

Arrest records are often inaccurate or incomplete (e.g., by failing to indicate whether the individual was prosecuted, convicted, or acquitted), such that reliance on arrests not resulting in conviction as the basis for denying applicants or terminating the assistance or tenancy of a household or household member may result in unwarranted denials of admission to or eviction from federally subsidized housing. For these reasons, a PHA or owner may not base a determination that an applicant or household engaged in criminal activity warranting denial of admission, termination of assistance, or eviction on a record of arrest(s).

Although a record of arrest(s) may not be used to deny a housing opportunity, PHAs and owners may make an adverse housing decision based on the conduct underlying an arrest if the conduct indicates that the individual is not suitable for tenancy and the PHA or owner has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, is what is relevant for admissions and tenancy decision. An arrest record can trigger an inquiry into whether there is sufficient evidence for a PHA or owner to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. PHAs and owners can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

General Policy for Denial of a Landlord/Owner

- A. The landlord/owner has violated obligations of a Housing Assistance Payments contract under Section 8 of the 1937 act.
- B. The landlord/owner has committed fraud, bribery or any other corrupt or criminal act in connection with **any** federal housing program.
- C. The landlord/owner has engaged in drug-trafficking.
- D. The landlord/owner has a history of practice of non-compliance with the HQS for units leased under any Housing Choice Voucher Program or leased under any other federal housing program.
- E. The landlord/owner has a history of practice or renting units that fail to meet State or local housing codes.

Determining Proper Size Units

The following general principles will be used to determine the proper bedroom size for each applicant and participant:

- A. The head-of-household is usually assigned a separate bedroom.
- B. Family members are generally assigned to bedrooms on the basis of two of the same sex per bedroom or of opposite sex up to the age of six (6).
- C. The CHA will assign a separate bedroom to any family member with a documented medical need.
- D. The CHA will allow a child under two (2) years of age to share a bedroom with a parent(s).
- E. The CHA shall not require children of opposite sex, over the age of six (6) to share a bedroom. The family shall have the opportunity to use the living room as a sleeping area, should they so desire.
- F. The CHA will treat a single pregnant woman as a two-person family.
- G. Families may select a larger or smaller unit than listed on the Housing Choice Voucher, but the Payment Standard for the size Housing Choice Voucher, to which they are entitled, shall be used in rent calculation.
- H. The CHA shall use the following Occupancy Standards in determining the bedroom size Housing Choice Voucher the family shall be issued:

Housing Choice Voucher Size	Minimum Number of Persons in Household	Maximum Number of Persons in Household
0	1	1
1	1	2
2	2	4
3	4	6
4	6	8
5	8	10

Housing Choice Voucher Applicant Selection Process

A. **Housing Choice Voucher Selection and Participation Process:**

1. **Equal Opportunity:** The Fair Housing Act and Equal Access Rule makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, gender identity, or marital status. This CHA shall not deny any family the opportunity to apply for a Housing Choice Voucher.
2. **Types of Selection:** The CHA may admit an applicant for participation in the program:

As a waiting list admission. Also, a Housing Choice Voucher participant is responsible for finding an existing housing unit suitable to the holder's needs and desires. (Reference 24 CFR 982.353, Where family can lease a unit)
3. **3. Targeted Funding**

HUD may award CHA funding for a specified category of families on the waiting list. CHA must use this funding only to assist the families within the specified category. In order to assist families within a targeted funding category, CHA may skip families that do not qualify within the target funding category.

CHA administers the following types of targeted funding:

Mainstream Vouchers for Person with Disabilities

B. **Organization of the Waiting List**

The CHA waiting list must contain the following information for each applicant listed:

1. Applicant name;
2. Family unit size (number of bedrooms for which family qualifies under CHA occupancy guidelines);
3. Date and time of application;
4. Local preferences
 - a. Working
 - b. Local jurisdiction

C. Order of Selection from the Waiting List:

1. Families of federally declared disasters who are Section 8 voucher holders in another jurisdiction will receive preference over other waiting list placeholders.
2. When a Housing Choice Voucher is available, the CHA will select the family at the top of the waiting list in accordance with “B” (*Organization of the Waiting List*) in the section above. The order of admission from the waiting list **MAY NOT** be based on family size, or on the family unit size for which the family qualifies for under the CHA occupancy guidelines. If the CHA does not have sufficient funds to subsidize the family unit size of the family at the top of the waiting list, the CHA **MAY NOT** skip the top family to admit an applicant with a smaller family unit size. Instead, the family at the top of the waiting list will be admitted when sufficient funds are available.
3. Provided, however, the provisions of the Deconcentration Rule, contained within this policy, shall supersede the selection of applicants based on date, time and local preference points, if applicable, and allow the CHA to skip families on the waiting list to accomplish this goal.

D. Updating the Waiting List

To ensure that the CHA’s centralized waiting list reflects the most current applicant information, the waiting list will be updated by GoSection8 periodically.

E. Verification of Preference (Timing), if applicable:

At the time of application, initial determinations of an applicant’s entitlement to a Preference may be made on the basis of an applicant’s certification of their qualification for that preference. Before selection is made, this qualification must be verified.

Housing Quality Standards

The CHA will use the Housing Quality Standards (HQS) as set forth in 24 CFR 982.401 in the operation of its Housing Choice Voucher Programs. The acceptability criteria as listed in the above referenced regulations and the HUD Inspection Booklet will be used in the inspections for HQS.

HQS inspections will be performed by the Housing Choice Voucher staff or its designee. In addition, other CHA staff will periodically perform or assist in inspections to maintain familiarity with those aspects of the program. Inspection expertise will be maintained through periodic training and workshops.

In addition to using the HUD Housing Quality Standards in inspecting and approving units, the Authority requires the installation of smoke detectors on every floor (including basements) except crawl spaces and unfinished attics, per dwelling unit. Failure to comply with this section will result in a failure of the unit for occupancy by a person/family receiving Housing Choice Voucher assistance. Below are the current performance requirements:

- | | |
|---|--------------------------|
| A. Sanitary facilities | H. Water supply |
| B. Food preparation and refuse disposal | I. Lead-based paint |
| C. Space and security | J. Access |
| D. Thermal environment | K. Site and neighborhood |
| E. Illumination and electricity | L. Sanitary conditions |
| F. Structure and materials | M. Smoke detectors |
| G. Interior air quality | |

All program housing must meet the HQS performance requirements, both at commencement of assisted occupancy and throughout the assisted tenancy.

Types of HQS Inspections:

- A. Initial Inspections: Performed by the contractor after receiving the Request for Tenancy Approval from the applicant.
- B. Yearly Inspections: As required by HQS for tenants continuing to receive assistance and remaining in the same unit.
- C. Re-Inspections: Inspections that are performed by the contractor for the purpose of verifying that deficiencies noted in the previous inspection have been corrected and meet HQS.
- D. Quality Control Inspections: The CHA Staff will re-inspect five percent (5%) or a minimum sample size as per HUD regulations, based on a random sample, of the total number of Housing Choice Voucher units under HAP Contract to ensure that inspections are being performed in compliance with HQS standards. Other CHA staff qualified in HQS inspections may perform some of the re-inspections, if necessary. The Housing Choice Voucher Manager will maintain a file that documents the quality control inspections.
- E. Special Inspections: These types of inspections may be necessary when a Federal Official visits the CHA to perform a compliance review of the CHA, the Owner and/or tenant may request a special inspection be performed to document the condition to the unit.

- F. Move-Out Inspections: If requested, these inspections are performed after the tenant moves out of the unit and the Owner and/or the Owner's representative will be required to attend the move-out inspection. Move-out inspections will only be scheduled at the request of the Owner and/or tenant or if the Housing Authority needs to determine the condition of the unit to determine tenant eligibility.

- G. Abatement of Housing Assistance Payment due to HSQ Violations: Owners are required to remedy any life threatening HQS deficiencies within 24 hours and all other cited deficiencies are to be corrected within no more than 30 calendar days from the inspection or any CHA-approved extension. (24 CFR 982404) If the CHA determines that a contract unit is not in accordance with the Housing Quality Standards will abate the HAP the first of the following month. If the owner does not bring the unit into compliance within 15 days from the abatement the CHA may also terminate the HAP Contract and reduce contract units with the owner. (24 CFR 983.208).

Security Deposits

The owner establishes the amount of the security deposit to be charged. The security deposit must be consistent with private market practice, or security deposits for the owner's unassisted units. When the tenant moves out of the dwelling 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 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 charges against the security deposit, and the amount of each item within 30 days of unit being vacated. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

NOTE: 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. **The CHA is not responsible for any damages to the unit.**

Issuing, Extending and Denying Housing Choice Vouchers

The CHA will select families for participation in the Housing Choice Voucher Program in accordance with the procedures outlined in this Administrative Plan and HUD regulations. Housing choice vouchers will be issued to families in accordance with the Occupancy Standards as outlined herein and consistently applied for all families of like composition.

Section 24 CFR 982.551 and 982.553 outline the grounds for denial or termination of assistance. In cases where assistance is either denied or terminated the informal review or hearing requirements as outlined in Section 24 CFR 982.554 and 982.555 shall apply.

The following shall be taken into consideration when requests for an Extension of the Housing Choice Voucher is made, however, the initial term plus any extensions may not exceed a total period of one hundred and twenty (120) days from the beginning of the initial term:

- A. The degree to which the family has made an effort to locate an acceptable unit by contacting landlords, real estate companies, etc.
- B. The support services requested and provided.
- C. The family's participation in supplemental briefing sessions.
- D. Extenuating circumstances, such as hospitalization, family emergencies, etc., which affected the family's ability to locate an acceptable unit during the first sixty (60) day period but are not expected to affect their search during the additional period, if granted.
- E. Whether the family's size or need for barrier-free housing has affected their success in finding an acceptable house within the initial sixty (60) day period but that a reasonable chance for success would exist if the family was awarded additional time; and
- F. Whether the family has submitted any previous Request for Tenancy Approval which, although not approvable, has demonstrated their efforts to locate a unit.

If the Housing Choice Voucher expires at the end of the initial sixty (60) day period without an extension or if it expires after any additional term requested and approved by CHA, the participant will be removed from the Housing Choice Voucher Program Application List. The family may re-apply for the program if they so desire and be placed back on the wait list according to the date and time of their re-application and any other relevant factors.

The CHA may not determine the family to be ineligible for the programs based on the grounds that it was not able to utilize a previously issued Housing Choice Voucher. Any expired Housing Choice Voucher will be re-issued to the next eligible applicant on the waiting list.

Section 24CFR 982.306 outlines the grounds for denial participation of an owner in the Housing Choice Voucher Program. The CHA may deny participation by an owner if the owner has:

- A. Violated obligations under any Housing Choice Voucher HAP Contract.
- B. Committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing programs.
- C. Manufactured, sold or distributed illegal drugs.
- D. Has a history of non-compliance of HQS or similar standard in any federal housing program.
- E. Has a history of leasing units that fail State or local housing codes.
- F. Has not paid State or local real estate taxes, fines or assessments.

Re-Examinations for Continued Occupancy

Re-examinations of income and family circumstances are required at least annually and at certain other times in order to establish continued program eligibility and the correct total tenant payment.

A. Collection and verification of data will be performed as follows:

1. After proper notice, each tenant will be interviewed and all required information on income and family composition will be gathered. The family will be required to sign the necessary forms and to provide information which the CHA deems necessary to determine eligibility. Failure to report for re-examination or to cooperate in supplying required information will lead to termination of assistance. Failure to complete re-examination includes:
 - a. Failure to appear for a scheduled re-examination interview without making prior alternative arrangements with CHA;
 - b. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility, or unit inspection;
 - c. Refusal to properly execute required documents; and/or
 - d. Failure to have an HQS Inspection.
2. To assure that the data upon which determinations of eligibility for continued occupancy, rents to be paid, and size of dwelling required are to be based are true and complete, the information submitted by each tenant will be verified. Acceptable methods of verifications are the same as for admission, including, but not limited to EIV report, employers' reports, award letters, reliable oral third-party verification where proper documentation is recorded by a staff person and dated, Internal Revenue data, data notarized statements or signed affidavits. Notarized statements will not be heavily relied on since they are self-serving documents and therefore are not acceptable in lieu of other verification methods.
3. All documentation must reflect the gross amount of income, i.e., wages plus tips, commissions or gratuities. If current checks or copies of recent checks with information such as date, amount and check number are obtained, the gross amount must also be reflected.
4. Verification data will be reviewed and evaluated as received for completeness, accuracy, and conclusiveness. Where information is not conclusive, follow-up to obtain such information is to be made and carried through to conclusion. As all necessary items are verified, verification is to be recorded in the tenant's file. As part of the record, all adult household member(s) shall sign and date the re-examination application. Where required, a duly authorized representative of the CHA shall also sign the required forms.

- B. Based on verified data on income and family composition, each family will have eligibility re-determined in accordance with applicable HUD regulations with respect to:
1. Eligibility as a family or residual of a family;
 2. Eligibility with respect to income, Total Tenant Payment and Net Assets;
 3. Eligibility for the size of dwelling unit required;
 4. Eligibility with respect to compliance with program requirements; and
 5. Eligibility as a citizen and/or eligible immigrant.

Each tenant family will be advised in writing of the results of any re-examinations, including their right to a grievance hearing, if required, if they disagree with the actions of the CHA.

- C. Follow-up actions after re-examinations will be taken as follows:
1. If the re-examination discloses that the tenant, at any time made a misrepresentation that resulted in the tenant's classification as eligible, when in fact the tenant was ineligible, the Housing Assistance Payments will be discontinued immediately. If it is determined that at any time the tenant made a misrepresentation which resulted in a lower rent than should have been paid, the difference will be paid by the tenant to the CHA in full and assistance may also be terminated if fraud was involved. In the event that the falsification of income or family composition is discovered by the CHA, at any time of the year, a re-examination will be immediately scheduled, and the tenant will be required to pay the full amount of back rent owed in the form of a repayment agreement or paid in full and may be terminated from the Housing Choice Voucher Program if fraud was involved.
 2. If at the time of re-examination, it is determined the subsidy size of the current unit occupied has changed based on a change in family composition, a new Housing Choice Voucher of appropriate size will be issued to the tenant and the HAP and tenant rent will be recalculated based on the new voucher size/payment standard. Both the family and owner will be given at least 30 days' notice of new rent amounts and effective date. If the family is considered to be overcrowded based on the PHA's subsidy standards, they will be issued a new voucher and be required to move in order to retain rental assistance.

Families will be counseled on the possibility of an increase in their portion of the rent and, in instances where the family moves to another unit, the 40% rule will be fully explained to the family.
 3. If a tenant is required to move due to the condition of the unit because the landlord refuses to correct the deficiencies, the CHA will terminate the HAP Contract with the owner. Affected tenants will be issued a new Housing Choice Voucher in advance of the termination date, if at all possible. These tenants will be given assistance in locating another standard unit where assistance is needed.

4. If the owner does not wish to renew the lease, and there are such provisions for the termination in the lease, tenant eligibility is re-determined as discussed above and a new Housing Choice Voucher is issued. If the tenant is evicted by the owner and any incurred expenses are the tenant's responsibility.
- D. Interim re-examinations may be initiated by either the CHA or the tenant under the following circumstances.
1. The CHA reserves the right, at any time, to require that a tenant report for a special re-examination or be re-examined every thirty (30) days.
 2. When a tenant reports no income, they will receive a special re-examination every thirty (30) days.
 3. When it is impossible to project a tenant's income with any accuracy, special re-examinations may be conducted at intervals to be decided by the CHA until a reasonable projection can be made.
 4. When a tenant reports loss of income, a re-examination will be held to recalculate the Total Tenant Payment. All reductions in Total Tenant Payment shall be effective on the first day of the month following the date in which all required documents are received.
 5. When the household's income increases.
 - a. All reductions in Total Tenant Payment shall be effective on the first day of the month following the date in which change was reported.
 - b. Increases in Total Tenant Payment will be effective on the first day of the second month in which the change occurred. A thirty-day notice of increase is required therefore, the Housing Voucher participant is required to retroactively repay in full any difference between the original Total Tenant Payment and the new Total Tenant Payment.
 6. When the source of income has changed.

Adjustment to Utility Allowances and Contract Rents, Plus Monthly Housing Assistance Payments

Utility Allowances

At least annually, the CHA shall determine whether there has been a substantial change in utility rates or other change of general applicability, and whether an adjustment is required in the **Allowance of Utilities and Other Services** by reason of such changes or because of errors in the original determination. If the CHA determines that an adjustment should be made, the CHA shall establish a schedule of adjustments taking into account size and type of dwelling units and other pertinent factors.

A. Utility Allowances

At least annually, the CHA shall determine whether there has been a substantial change in utility rates or other change of general applicability, and whether an adjustment is required in the **Allowance of Utilities and Other Services** by reason of such changes or because of errors in the original determination. If the CHA determines that an adjustment should be made, the CHA shall establish a schedule of adjustments taking into account size and type of dwelling units and other pertinent factors and shall furnish HUD with a copy of the adjusted schedule.

B. Contract Rents

Contract Rents may be adjusted by the CHA on an annual basis and for special adjustments as provided below:

1. Annual Adjustment: Upon request from the owner to the CHA, an annual adjustment may be made if the Contract unit is in decent, safe and sanitary condition and the Owner is otherwise compliant with the terms of the Lease and the HAP Contract. Annual adjustments, as of any anniversary date, shall be determined by using the Housing Choice Voucher Annual Adjustment Factor most recently published by HUD in the Federal Register. The Contract rent may be adjusted upward or downward; however, in no case shall the adjusted rent be less than the Contract rent on the effective date of this Contract.
2. A Special Adjustment: Subject to HUD approval, to reflect increases in the actual and necessary expenses of owning and maintaining the unit which have resulted from substantial general increases in real property taxes, utility rates or similar costs (i.e., assessments, and utilities not covered by regulated rates), but only if and to the extent that the Owner clearly demonstrates that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by the annual adjustments provided for in number 1. (Annual Adjustment) above in this section. The Owner shall submit financial statements to the CHA which clearly support the increase.

Overall Limitation of Adjustments of B1 and 2 above: Notwithstanding any other provisions of this part, adjustment as provided for in this section shall not result in material differences between the rents charged for assisted and comparable unassisted units.

C. Monthly Public Housing Assistance Payments (HAP)

Monthly payments will be made to an owner on behalf of a family participating in the Housing Choice Voucher Program. Payments will be issued in accordance with the Housing Assistance Payment Contract. The checks will be issued on a monthly basis and mailed directly to the participating owner (due on the fifth [5th] business day of each month for the current month). A copy of the check or other approved record will be kept and serves as a record of payment.

Examination of Income and Family Circumstances

Rent, as initially determined or at annual re-examination, will remain in effect for the period between regular re-examination of family income and composition unless the following changes in family circumstances occur. Also, Housing Choice Voucher participants agree to report, in writing, and provide certification following any change in annual income within ten (10) calendar days of the occurrence.

Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstances, and the amount, if any, of such family member's income; any addition to the family, other than by birth, must be approved and must meet all screening guidelines by CHA and landlord;

Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is eighteen (18) years of age; or

To correct errors made when determining eligibility or at re-examination.¹

The final estimate of Family Income will be made by the CHA on the basis of verified information regarding income.

There is no minimum income requirement, but the staff should use good interviewing skills to determine whether there is income.

Families may not be required to apply for public assistance, but it may be suggested to them. If the family reports zero income, the CHA will have all adult household members sign a verification form to verify that no income is being provided.

¹ If an error results in a retroactive rent payment due to the participant not providing correct information concerning annual income, the Housing Choice Voucher participant must make the request, in writing, to the CHA representative. The amount of the repayment will be the higher of \$10.00 per month or 10% of the monthly-adjusted income. The CHA representative will provide the Housing Choice Voucher participant with a written response to their request and if approved, the written notification will include the amount of the monthly repayment plus the due date of the first payment.

Families will be required to report any changes in their income status within thirty (30) calendar days of the occurrence of employment and/or any other type of income is received. Families with zero income **may** be requested to re-certify more frequently.

A. Annual Re-Examination:

1. Once each year, or as required by this CHA, the Housing Authority must re-examine the income and family composition of all families participating in the Housing Choice Voucher Program in accordance with 24 CFR 982.516. Verifications acceptable to the CHA shall be obtained and determinations made. In the event of failure or refusal of the family to report the necessary information, the CHA may terminate the assistance.
2. Records shall be maintained by the CHA to ensure that every participant's income and family composition has been re-examined within a twelve (12) month period.
3. Upon completion of re-examination and verification, the participant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following:
 - a. Any change in rent and the date on which it becomes effective; and/or
 - b. Any change required because of a change in the composition of the family.

(A copy of such notification is to be retained in the participants' file.)

B. Interim Re-determination of Rent

Rent, as set at admission or annual re-examination, will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. The participant is required and agrees to report, in writing, the following specified changes in family income and composition within thirty (30) calendar days of occurrence.

1. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the CHA in advance, and must qualify under the same guidelines as an applicant or any prospective participant.
2. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.
3. The starting or stopping of, or an increase or decrease in any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensations, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.

4. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and re-determination of rent.
5. Errors of omission made at admission or re-examination made by CHA shall be corrected by the CHA. Retroactive payments will be made to the participant if the error is in his/her favor.
6. A participant who has had a rent reduction/increase after initial occupancy or after annual re-examination must report all changes in income within thirty (30) calendar days regardless of the amount or source.

C. Notice of Temporary Rent

On occasions, the CHA is required to compute rent based on information that is supplied by the participant and third-party information that has not or will not be provided by the employer. When this situation occurs, the CHA will compute a temporary rent based on the information available. Once the information is verified, the participant will be notified in writing. If an underpayment was made based on the information provided, the participant will have fourteen (14) days from the date of the CHA notification to pay the amount specified. If the participant has made an overpayment, that amount will be credited to his/her account with the landlord. The Head of Household and all adult household members and a CHA representative are required to sign this Notice of Temporary Rent that is then appropriately filed with a copy provided to the participant.

D. The Effective Dates of Interim Re-Determination of Rent

1. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.
2. The participant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and also to pay any back rent due because of failure to report such increase in family income.
 - a. Any interim change in rent will require re-verification of all family income that has not been verified within ninety (90) calendar days of the previous rent determination.
 - b. Participant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development.
 - c. Temporary employment/unemployment or increases and decreases in wages “**for any reason**” of less than thirty (30) days will not constitute a rent adjustment.

- d. If it is found that a participant has misrepresented or failed to report facts upon which rent is based so that the participant is paying less than they should be, the increase in rent shall be made retroactive to the date the increase would have taken effect. The participant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the participant may be subject to civil and criminal penalties. Misrepresentation is a serious program violation, which may result in termination.

E. Special Re-Examinations

Special re-examinations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:

1. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made, and a special re-examination shall be scheduled for sixty (60), days, depending on circumstances. The participant shall be notified, in writing, of the date of the special re-examination.
2. If the family income can be anticipated at the scheduled time, the re-examination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.
3. Rents determined at special re-examinations shall be made effective as noted in D 1 and 2 above.

F. Minimum Rent Hardship Exemptions

1. The CHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
 - a. The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Naturalization Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
 - b. The family would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of a minimum rent or increases to the existing minimum rent).
 - c. The income of the family has decreased because of changed circumstance, including loss of employment.
 - d. A death in the family has occurred that affects the family circumstances.

- e. Other circumstances which may be decided by the CHA on a case by case basis.

All of the above must be proven by the Resident supplying written verifiable information to the CHA prior to the rent becoming delinquent and before the lease is terminated by the Housing Authority.

2. If resident requests a hardship exemption (**prior to the rent being delinquent**) under this section and the CHA reasonably determines the hardship to be of a temporary nature, exemption shall be granted during a ninety (90) day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety (90) day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term nature, the CHA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety (90) day period. This paragraph does not prohibit the CHA from taking eviction action for other violations of the lease.

G. Reduction of Welfare Benefits

If the Housing Choice Voucher participant requests an income re-examination and the rent reduction is predicated on a reduction in tenant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families' benefits have been reduced because of the following:

1. Noncompliance with Economic Self-Sufficiency Program;
2. Work activities requirements; or
3. Because of fraud.

Briefing of Families

When the CHA selects a family to participate in a tenant-based program, it must provide an oral briefing of the following subjects:

- ◆ A description of how the program works;
- ◆ Family and owner responsibility;
- ◆ Where the family may lease a unit, including renting a dwelling unit inside or outside the CHA's jurisdiction;
- ◆ When a family qualifies to lease a unit outside the CHA jurisdiction under portability procedures, the briefing will include an explanation of how portability works. In addition, the CHA may not discourage the family from choosing to live anywhere in the CHA jurisdiction or outside the CHA jurisdiction under portability procedures;
- ◆ If a family is currently living in a high poverty census tract in CHA jurisdiction, the briefing will also explain the advantages of moving to an area that does not have a high concentration of poor families; and
- ◆ In the briefing process if a family includes a disabled person, the CHA will take appropriate steps to ensure effective communication in accordance with 24 CFR 8.6.

In addition, the CHA will give the family a packet that contains information on all aspects of the Housing Choice Voucher Program. A packet containing all items as required and related to information about the Housing Choice Voucher Housing Programs will be given to eligible families at the time of issuing the Housing Choice Voucher. Individual or group briefing sessions will be conducted to relay pertinent information to the eligible family, including information about fair housing rights. A listing of owners and rental agents that are actively participating in the program will be given to each Housing Choice Voucher Holder. Telephone and mail contact with the Housing Choice Voucher Holder are used to relay information on the availability of new units. Families with special problems will be given individual counseling if requested.

The landlord must provide a lease. The lease must not contain any clause adversely affecting the family's rights under the lease. The Program Manager will review the lease. The Landlord and tenant must sign a HUD Tenancy Addendum in addition to the Landlord Lease. The HUD Tenancy addendum will describe the types of lease provisions that are prohibited.

Information on Housing Quality Standards, inspection process, fair market rents, payment standards and availability of units will be discussed.

The family must:

- ◆ Supply such certification, release, information or documentation as the CHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible alien status, and submissions required for an annual or interim re-examination of family income and composition.
- ◆ Allow the CHA to inspect the dwelling unit at reasonable times and after reasonable notice.
- ◆ Notify the CHA before vacating the dwelling unit.

- ◆ Use the dwelling unit solely for residence by the family, and as the family’s principal place of residence.
- ◆ Report any changes in income and/or family composition within thirty (30) days of the change.

The family must not:

- ◆ Own or have any interest in the dwelling unit (other than in a manufactured home assisted under 24 CFR Subpart F). If the Owner is a cooperative, the family may be a member of the cooperative.
- ◆ Commit any fraud in connection with the Housing Choice Voucher Program.
- ◆ Receive housing assistance under the Housing Choice Voucher Program while occupying, or receiving housing assistance for occupancy of, any other unit assisted under any Federal housing assistance program (including any Housing Choice Voucher Program).
- ◆ Sublease or assign the lease or transfer the unit.
- ◆ Engage in drug-related criminal activity or violent criminal activity, including criminal activity by any family member, guests or visitors.

The Housing Choice Voucher information packet will contain a combination of information for the following items:

- A. The term of the housing choice voucher, and CHA policy on any extensions or suspensions of the term.
 - 1. How the CHA determines the Housing Assistance Payment for a family;
 - 2. For the housing choice voucher program, information on the payment standard and the CHA utility allowance schedule;
- B. How the CHA determines the maximum rent for an assisted unit;
- C. What the family should consider in deciding whether to lease a unit, including:
 - 1. The condition of a unit;
 - 2. Whether the rent is reasonable;
 - 3. The cost of any tenant-paid utilities and whether the unit is energy-efficient; and
 - 4. The location of the unit, including proximity to public transportation, center of employment, schools and shopping;
- D. Where the family may lease a unit;
- E. The HUD-required “lease addendum”;
- F. The form of Request for Tenancy Approval, and an explanation of how to request CHA approval to lease a unit;
- G. A statement of the CHA’s policy on providing information about a family to prospective owners;

- H. CHA subsidy standards, including when the CHA will consider granting exceptions to the standards;
- I. The HUD brochure on how to select a unit;
- J. The HUD lead-based paint (LBP) brochure;
- K. Information on Federal, State and local equal opportunity laws, and a copy of the housing discrimination complaint form;
- L. A list of landlords or other parties known to the CHA who may be willing to lease a unit to the family, or help the family find a unit;
- M. Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the CHA that may be available;
- N. Family obligations under the program;
- O. The grounds on which the CHA may terminate assistance for a participant family because of family action or failure to act; and
- P. CHA informal hearing procedures.

Portability

The CHA will act as a receiving Housing Authority for portability under the Housing Choice Voucher Program except in cases in which the Authority has entered into agreements with other agencies to exchange one of its own housing choice vouchers. The CHA has elected to retain the one (1) year residency in the jurisdiction of the Initial PHA as required of all families prior to relocation to another area. In all other cases, the CHA will administer tenant-based program from the initial Housing Authority. The CHA will require families to furnish proof of residency at the time of application (copies of lease or utility bills to determine the accuracy of family statements concerning residency).

The following portability procedures shall be administered by either the initial PHA or the receiving PHA as indicated per PIH Notice 2008-43 and 24 CFR 982.353 and 385:

- A. It is the responsibility of the initial PHA to determine if a family is income eligible in the area where the family wants to lease.
- B. It is the initial PHA's responsibility to advise the family on how to contact and request assistance from the receiving Housing Authority. In addition, at the same time the initial PHA should notify the receiving PHA of the family's expected arrival.
- C. It is the family's responsibility to promptly contact the PHA and comply with all of PHA's procedures for incoming portable families.
- D. It is the initial PHA's responsibility to provide the receiving PHA with the family's most recent Family Report (HUD Form 50058) and the Family Portability Information Report (HUD Form 52665), as well as all related verification information. The PHA has the option to conduct a new re-examination. However, this process may not delay issuing the family a housing choice voucher unless the re-certification is necessary to determine income eligibility.
- E. It is the PHA's responsibility to promptly inform the initial PHA whether CHA will bill the initial PHA for assistance or will absorb the family into its own program.
- F. The CHA must issue a housing choice voucher to the family and the term of the CHA housing choice voucher cannot expire before the expiration date of the initial PHA housing choice voucher.
- G. It is the responsibility of CHA to determine the family unit size for the portable family and the family unit size will be determined by the CHA's existing subsidy standards.

H. **Restrictions On Moves**

The CHA may deny a family permission to move either within or outside the PHA's jurisdiction if the CHA does not have sufficient funding for continued assistance.

The CHA will deny a family permission to move on grounds that the CHA does not have sufficient funding for continued assistance if (a) the move is initiated by the family not the owner or the PHA (b) the PHA can demonstrate that the move will, in fact, result in higher subsidy costs (c) the PHA can demonstrate, that it does not have sufficient funding in its annual budget to accommodate the higher subsidy costs; and (d) for portability moves, the receiving PHA is not absorbing the voucher.

If the CHA does not have sufficient funding for continued assistance, but the family must move from their unit (e.g., the unit failed HQS), the family may move to a higher cost unit if the move is within the PHA's jurisdiction. The PHA, however, will not allow the family to move under portability in this situation if the family wishes to move to a higher cost area.

For both moves within the PHA's jurisdiction and outside under portability, the PHA will not deny a move due to insufficient funding if the PHA previously approved the move and subsequently experienced a funding shortfall if the family cannot remain in their current unit. The CHA will rescind the voucher in this situation if the family will be allowed to remain in their current unit.

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

The CHA will inform the family of its policy regarding moves denied due to insufficient funding in a letter to the family at the time the move is denied.

The CHA may deny a family permission to move if it has grounds for denying or terminating the family's assistance. If the PHA has grounds for denying or terminating a family's assistance, the PHA will act on those grounds in accordance with its regulations and policies. In general, it will not deny a family permission to move for this reason; however, it retains the discretion to do so under special circumstances.

HUD regulations permit the CHA to prohibit any elective move by a participant family during the family's initial lease term. They also permit the CHA to prohibit more than one elective move by a participant family during any 12-month period. However, such prohibitions, if adopted do not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member.

The CHA will not establish a policy permitting moves only at reexamination.

The CHA will deny a family permission to make an elective move during the family's initial lease term. This policy applies to moves within the PHA's jurisdiction or outside it under portability.

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

The CHA will consider exceptions to these policies for the following reasons; to protect the health or safety of a family member (e.g., lead-based paint hazards, domestic violence, witness protection programs), to accommodate a change in family circumstances (e.g., new employment, school attendance in a distant area), or to address an emergency situation over which a family has no control.

In addition, the CHA will allow exceptions to these policies for purposes of reasonable accommodation of a family member who is a person with disabilities.

- I. It is the responsibility of CHA to notify the initial PHA if the family has either leased an eligible unit or that the family failed to submit a Request for Tenancy Approval within the term of the housing choice voucher.
- J. It is the responsibility of the CHA to provide all CHA program functions. However, either the initial PHA or CHA may, at any time, make a determination to deny or terminate assistance to the family.
- K. **Portability Billing**

The receiving PHA may bill the initial PHA for housing assistance payment and administrative fees. The initial PHA must promptly reimburse the receiving PHA for the full amount of the Housing Assistance Payments made by the receiving PHA for the portable family. The amount of the Housing Assistance Payment for a portable family in the receiving PHA's program is determined in the same manner as for other families in the receiving PHA's program. The initial PHA must promptly reimburse the receiving PHA for eighty percent (80%) of the initial PHA's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs from the receiving PHA. HUD may reduce the administrative fee to an initial PHA if that PHA does not promptly reimburse the receiving PHA for Housing Assistance Payments or fees on behalf of portable families.

Due to increasing cost to implement the program and growing needs of families in the local area for rental assistance, the Chicopee Housing Authority will no longer allow outgoing portability unless the Housing Authority to which they wish to port will absorb the voucher immediately or will utilize a Payment Standard equal to or less than the CHA Payment Standard for the unit size designated on the voucher.

Owner Rents, Rent Reasonableness, And Payment Standards

A. Negotiating Rent to Owner

The owner and the family are to negotiate the rent to owner. At the family’s request, the CHA must help the family negotiate the rent to owner.

B. Methodology of Rent Reasonableness

Purpose

The purpose of the Rent Reasonableness test is to assure that:

- ◆ Rents paid for units selected for the Housing Choice Voucher Program are not excessive; and
- ◆ That the program does not have the effect of inflating rents in the community.

For every unit in the Housing Choice Voucher Program the CHA will certify and document that the contract rent charged by the owner is reasonable in relation to rents currently being charged for comparable unassisted units.

Rent reasonableness determinations are made at initial HAP Contract execution and when owner’s request annual contract rent adjustments.

Conducting Market Surveys

The CHA will update the data annually by documenting rental listings in the classified section of the newspaper and by contacting local Realtors and apartment owners by telephone or in writing.

Documenting and Certifying Rent Reasonableness

When CHA receives a Request for Tenancy Approval or is considering an owner’s request for an annual contract rent adjustment, rent reasonableness is documented by completing the Rent Reasonableness form.

The certification process will ensure that the rent for each unit for which the CHA approves a lease is comparable to units in the private unassisted market; taking into account the location, size, type, quality, amenities, facilities, and management/maintenance services of such unit, as well as, not in excess of rents currently being charged by the owner for comparable unassisted units.

The information used to complete the certification is obtained from CHA’s market survey data or by collecting additional information if comparable data is not available.

If CHA determines that the proposed rent is reasonable, a copy of the completed Certification will be placed in the file.

On a new lease, if CHA determines that the proposed rent is reasonable, but the gross rent is higher than the tenant's allowable maximum gross rent, the difference shall be deducted from the owner's requested contract rent. The owner will be notified of the allowed amount and given the option to accept or deny.

On a new lease, if CHA determines that the proposed rent is not reasonable, the owner will be notified and given the option to accept or deny the determined reasonable rent for the unit. If the owner appeals this decision, they must provide documentation regarding other rents charged for non-assisted units and/or documentation of improvements to the property and/or other related expenses, which could affect the contract rent. If the CHA can document that their request is reasonable a variance up to \$25.00 may be allowed.

If CHA determines that the proposed rent is unreasonable and the owner is unwilling to accept a lower rent, the owner will be sent the Notice of Disapproval.

C. Housing Choice Voucher Tenancy-How to Calculate Housing Assistance Payment

1. Use of payment standard: For a voucher tenancy, the lesser of the payment standard or the gross rent is used to calculate the monthly Housing Assistance Payment for a family. The "payment standard" is the maximum monthly subsidy payment for a family.
2. Housing Choice Voucher program—Amount of Assistance:
 - a. Voucher payment standard—Maximum and Minimum:
 - 1) The CHA must adopt a payment standard schedule that establishes payment standards for the CHA voucher program. For each FMR area and for each exception rent area, the CHA must establish voucher payment standard amounts by unit size (zero-bedroom, one-bedroom, etc.)
 - 2) For a voucher tenancy, the payment standard for each unit size may be established:
 - a) Within the "basic range", which is between 90 to 110 percent of the 40th percentile FMR;
 - b) Between 90 and 110 percent of the 50th percentile FMR if the CHA is within a 50th percentile FM area;
 - c) Between 90and 110 percent of the 50th percentile FMR if the CHA has obtained HUD approved for "success rate" payment standard amounts; or
 - d) As exception payment standard amounts below 90 percent of the 40th or 50th percentile FMR with HUD approval.

- b. Voucher assistance formula
 - 1) For a voucher tenancy, the Housing Assistance Payment for a family equals the lesser of:
 - a) The applicable payment standard minus the total tenant payment (TTP); or
 - b) The monthly gross rent minus the total tenant payment.
 - 2) Payment standard amounts on the payment standard schedule must be within the maximum and minimum limits (stated in paragraph A. 2, a., 2), b) of this section). Within these limits, payment standard amounts on the schedule may be adjusted annually, at the discretion of the CHA, if necessary, to assure continued affordability of units in the CHA's jurisdiction.
 - 3) To calculate the Housing Assistance Payment for a family, the CHA must use the applicable payment standard from the CHA payment standard schedule for the fair market rent area (including the applicable payment standard for any HUD-approved exception rent area) where the unit rented by the family is located.
- 3. Payment standard for family
 - a. 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,
 - 3) The gross rent.
 - b. 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 re-examination of family income and composition effective after the beginning of the HAP Contract term.

D. Limit on Initial Rent to Owner

The initial gross rent for any unit must be rent reasonable and the total tenant payment may not exceed 40 percent of the tenant's monthly adjusted income.

Reasonable Rent: The initial rent to owner may not exceed a reasonable rent as determined in accordance with Sec. 982.507 and the CHA.

The amount requested by the owner.

1. In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustments.
2. The rent to owner may be adjusted up or down in accordance with this section.
3. Notwithstanding paragraph A. 2. a. the rent to owner for a unit must not be increased at the annual anniversary date until after the first anniversary unless:
 - a. The owner requests the adjustment by giving notice to the tenant and CHA; and
 - b. During the year before the annual anniversary date, the owner has complied with all requirements of the HAP Contract, including compliance with the HQS.
4. The rent to owner will only be increased for Housing Assistance Payments covering months commencing on the later of:
 - a. The contract anniversary date; or
 - b. At least sixty (60) days after the CHA receives the owner's request.
5. To receive an increase on the annual anniversary date, the owner must request the increase at least sixty (60) days before the next annual anniversary date. The CHA must utilize the rent reasonableness test before approving the rent increase. The CHA must then notify the tenant of the new rent amount so the tenant can determine if they can still afford the unit.

E. Rent to Owner—In Subsidized Projects

Other subsidy: CHA discretion to reduce rent. In the case of a regular tenancy, the CHA may require the owner to reduce the initial rent to owner because of other governmental subsidies; including tax credit or tax exemption, grants or other subsidized financing.

F. Other Fees and Charges

1. The cost of meals or supportive services may not be included in the rent to owner, and the value of meals or supportive services may not be included in the calculation of reasonable rent.
2. The lease may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.
3. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

G. Distribution of Housing Assistance Payment

The monthly Housing Assistance Payment is distributed as follows:

1. The CHA pays the owner the lesser of the Housing Assistance Payment or the rent to owner.
2. If the Housing Assistance Payment exceeds the rent to owner, the CHA may pay the balance of the Housing Assistance Payment either to the family or directly to the utility supplier of the family's choice to go towards the utility bill on behalf of the family.

H. Family Share—Family Responsibility

1. The family share is calculated by subtracting the amount of the Housing Assistance Payment from the gross rent.
2. The CHA may not use Housing Assistance Payments or other program funds (including any administrative fee reserve) to pay any part of the family share. Payment of the family share is the sole responsibility of the family.

I. Family Income and Composition—Regular and Interim Examinations:

1. CHA responsibility for re-examination and verification:
 - a. The CHA's responsibilities for reexamining family income and composition are specified in 24 CFR part 5, subpart F.
 - b. The CHA must obtain and document in the tenant file third party verification of the following factors, or must document in the tenant file why third-party verification was not available:
 - 1) Reported family annual income;
 - 2) The value of assets;
 - 3) Expenses related to deductions from annual income; and
 - 4) Other factors that affect the determination of adjusted income.

2. When CHA conducts interim re-examination
 - a. At any time, the CHA may conduct an interim re-examination of family income and composition.
 - b. At any time, the family may request an interim determination of family income or composition because of any changes since the last determination. The CHA must make the interim determination within a reasonable time after the family request.
 - c. Interim examinations must be conducted in accordance with policies in the CHA administrative plan.
3. Family reporting of change: The CHA must adopt policies prescribing when and under what conditions the family must report a change in family income or composition.
4. Effective date of re-examination:
 - a. The CHA must adopt policies prescribing how to determine the effective date of a change in the Housing Assistance Payment resulting from an interim re-determination.
 - b. At the effective date of a regular or interim re-examination, the CHA must make appropriate adjustments in the Housing Assistance Payment and unit subsidy size.
5. Family member income: Family income must include income of all family members, including family members not related by blood or marriage. If any new family member is added, family income must include any income of the additional family member. The CHA must conduct a re-examination to determine such additional income and must make appropriate adjustments in the Housing Assistance Payment and unit subsidy size.

J. Utility Allowance Schedule

1. Maintaining schedule
 - a. The CHA must maintain a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection [disposal of waste and refuse]).
 - b. At HUD's request, the CHA also must provide any information or procedures used in preparation of the schedule.

- c. How allowances are determined:
- 1) The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the CHA must use normal patterns of consumption for the community as a whole and current utility rates.
 - a) A CHA utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards. However, the CHA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television, telephone or internet services.
 - b) In the utility allowance schedule, the CHA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection (disposal of waste and refuse); other electric; refrigerator (cost of tenant-supplied refrigerator); range (cost of tenant-supplied range); and other specified housing services. The CHA must provide a utility allowance for tenant-paid air-conditioning costs if the majority of housing units in the market provide centrally air-conditioned units or there is appropriate wiring for tenant-installed air conditioners.
 - 2) The cost of each utility and housing service category must be stated separately. For each of these categories, the utility allowance schedule must take into consideration unit size (by number of bedrooms), and unit types (e.g., apartment, row-house, townhouse, single-family detached, and manufactured housing) that are typical in the community.
 - 3) The utility allowance schedule must be prepared and submitted in accordance with HUD requirements on the form prescribed by HUD.
2. Revisions of utility allowance schedule
- a. The CHA must review its schedule of utility allowances each year and must revise its allowance for a utility category if there has been a change of ten percent (10%) or more in the utility rate since the last time the utility allowance schedule was revised. The CHA must maintain information supporting its annual review of utility allowances and any revisions made in its utility allowance schedule.
 - b. At HUD's direction, the CHA must revise the utility allowance schedule to correct any errors, or as necessary, to update the schedule.

3. Use of utility allowance schedule
 - a. The CHA must use the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the CHA subsidy standards).
 - b. At re-examination, the CHA must use the Housing Authority's current utility allowance schedule.

4. Higher utility allowance as reasonable accommodation for a person with disabilities: On request from a family that includes a person with disabilities, the CHA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the family member with a disability.

Affordability Adjustment Determinations Under The Housing Choice Voucher Program

CHA's current Payment Standard shall apply to families assisted under CHA's Housing Choice Voucher Program. The current Payment Standard is based on 100% of the Fair Market Rent.

The Housing Choice Voucher Department will review the affordable payment standard yearly using the factors below for analysis in determining affordability adjustments.

- A. Participant rent burden (percent of tenant rent to adjusted household income of participants).
- B. Participant rent burden relative to the quality of units selected by participant families.
- C. Participant rent burden relative to availability of units by bedroom size.
- D. Actual contract rents for specific bedroom sizes.
- E. Actual rent increases for participating households.
- F. The average time period for finding eligible housing.
- G. Rent reasonableness data used for the HCV Program.
- H. The local vacancy rate.

HOUSING CHOICE VOUCHER PROGRAM

PAYMENT STANDARD	EFFECTIVE: _____
	PAYMENT STANDARDS
0 Bedrooms	\$
1 Bedrooms	\$
2 Bedrooms	\$
3 Bedrooms	\$
4 Bedrooms	\$
5 Bedrooms	\$

The Payment Standard remains in effect until changed by the Authority.

The Payment Standard for unit sizes larger than four bedrooms shall be calculated by adding 15 percent to the four-bedroom Payment Standard for each additional bedroom. The calculation of the Payment Standard for a five-bedroom unit would be 1.15 times the four-bedroom Payment Standard, and the calculation of the Payment Standard for a six-bedroom unit would be 1.3 times the four-bedroom Payment Standard, etc.

Subsidy Standards

The following subsidy standards shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing:

Subsidy Standard Chart

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

Housing Choice Voucher participants shall be issued a Housing Choice Voucher based on the subsidy standard listed above. In determining family unit size for a particular family, the CHA may grant an exception to the above subsidy standard if the CHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The family unit size for any family consisting of a single person must be either a zero or one-bedroom unit, unless a live-in aide resides with the family. Any live-in aide must be approved by the CHA, in advance, and reside in the unit to care for a family member who is disabled or is at least 50 years of age. A live-in aide must be counted in determining the family unit size.

A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.

A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.

Housing Choice Voucher Operating Reserves

The CHA will extend its Housing Choice Voucher Operating Reserve funds for other housing purposes consistent with authority under State and local law, provided that the amounts used for other housing purposes are not required for projected Housing Choice Voucher administrative expenses through remaining Annual Contributions Contract (ACC) terms. If the CHA anticipates that ongoing fees will not be sufficient for ongoing administrative costs through its ACC terms, an appropriate amount will be retained in the Operating Reserve for project administrative costs.

The expenditures for housing purposes must be approved by the CHA's Board of Commissioners. The Board of Commissioners, as part of the approval of expenditures, will make a determination that the expenditures are necessary and reasonable for other housing purposes consistent with authority under State and local law.

Only special funds will be treated in accordance with their special purpose.

Organizational Structure and Program Operations

The HCV Program as administered by PHA has; one HCV Program Supervisor, one part-time Program Clerk and a contracted HQS Inspector. The following is a summary of staff responsibilities:

A. HCV Program Supervisor:

This individual is generally responsible for the total day-to-day administration of the HCV Housing Assistance Programs. This individual reports directly to the Executive Director.

B. Program Clerk:

This individual is generally responsible for the clerical duties of the HCV Program. This individual reports directly to the HCV Program Supervisor and provides support as requested

C. Housing Quality Standards Inspection Contractor:

The Contractor is responsible for conducting the annual inspection process: abatements; performing annual, initial and complaint inspections when necessary; outreach and education with landlords regarding HQS. This individual reports to the HCV Program Supervisor. HQS Quality Control inspections will be conducted by the Modernization Coordinator or his/her designee.

D. All of the above positions are direct HCV Staff.

Additional staffing support is provided by the administrative staff of the Housing Authority of the City of Chicopee. Allocations of administrative staff time by positions are listed in the Operating Budget. Actual prorations may vary from year to year as submitted in the Housing Authority of the City of Chicopee's HCV Operating Budget.

The PHA has a total Annual Contributions Contract (ACC) of 393 Housing Choice Vouchers. This is overseen by the Department of Housing and Urban Development's Local Area Office which holds scheduled audits on fiscal matters, program performance and compliance.

Deconcentration Rule

The objective of the deconcentration rule for Housing Choice Voucher tenant-based assistance is to admit no less than seventy-five percent (75%) of its new admissions to the program to families that have income at or below thirty percent (30%) of the area median income. The CHA will track the status of all new admissions monthly by utilizing income reports generated by the CHA's computer system. The goal will be tracked semi-annually. The practice will continue until the CHA achieves its goal. The CHA's Housing Choice Voucher applicant selection process, which is contained in the Housing Choice Voucher Administrative Plan, provides for no utilization of local preference to accomplish this goal.

Administrative Fee Reserve Expenditures

Single expenditures from the administrative fee reserve of the Housing Choice Voucher Program in excess of \$10,000.00 will be approved by the Board of Commissioners of the CHA.

Special Housing Types

This Housing Authority has elected not to permit use of an SRO, Congregate housing, Group homes, shared housing and Cooperative housing types in its 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.

Enhanced Voucher Program

The Housing Authority has prepared the Housing Choice Voucher Administrative Plan revision to include a 161 set aside Enhanced Vouchers which are being administered at the Mac Arthur Terrace Apartments at 65-70 Broadway, Chicopee, Ma. 01020 as of November 1, 2016.

Enhanced Vouchers are a form of "Tenant Protection Voucher" that are provided to tenants living in properties with private project-based assistance when an "eligibility event", as defined in Section 8(1)(2) of the Housing Act of 1937, take place. The most typical "eligibility event" occurs when a project-based Section 8 contract expires and the owner decides not to renew ("opt outs" of) the contract. Prepayment of certain unrestricted HUD-insure mortgages (generally Section 236 and Section 221 (d)(3) projects) is another type of eligibility even.

An Enhanced Voucher allows a family to stay in the same unit when a project-based HAP contract ends. Depending on the conversion action, HUD determines whether the situation qualifies for regular or enhanced vouchers. PHAs are then responsible for administering the vouchers.

Family Eligibility- In order for a family to be eligibility as a result of a preservation prepayment, the resident must be living in the property on the effective date of the prepayment and must be a low-income family, a moderate-income elderly or disabled family, or a moderate-income family residing in a low vacancy area.

Family Eligibility-No Initial HAP-In some circumstances, a family might be eligible for an enhanced voucher, but receives no HAP payment because the family's total tenant payment (TTP) is equal to or greater than the gross rent. If this is the case, and the family wishes to stay in the project, the family's eligibility is **extended for three years**.

Higher Voucher Payment Standard-The payment standard is the gross rent, regardless of whether this may be greater than the normally applicable payment standard.

The payment standard used to calculate the family subsidy will continue to be enhanced to match the gross rent for as long as the family lives in the same project. The enhanced payment standard will increase to cover subsequent rent increases.

Family Unit Size - If the bedroom size of a family's unit exceeds the number of bedrooms for which the family qualifies under the PHA's subsidy standards, then the family is over-housed.

In accordance with HUD Notice PIH 2016-02, part 7, regarding Enhanced Voucher Requirements for Over-housed Families the PHA requires the following:

1. Immediately inform the PHA Section 8 Supervisor and the family when an appropriate size unit will be available.
2. Submission of updated rent rolls on a quarterly basis.

Failure to submit timely rent rolls and/or to offer transfers in accordance with HUD regulations will deem the owner non-compliant with program requirements, CHA will notify the Department of Housing and Urban Development of the owner's failure to comply with program requirements as required by PIH 2016-02.

If at any time the family chooses to move from the project with continued assistance, the normal tenant-based voucher program rules would apply to calculating the subsidy for the new unit.

- If a family wishes to stay in the project with the enhanced voucher assistance, but qualifies for a smaller unit size than the actual size of their current unit, the family must move to an appropriate-sized unit in the project if one is available.
- The enhanced voucher HAP calculation would then be based on the gross rent of the appropriately sized unit.
- When an appropriate-size unit does become available, the family in the oversized unit must move into it within 30 days when one becomes available. The household may elect to remain in their larger unit, but the enhanced voucher payment will be based on what a regular tenant-based voucher would provide for an appropriate-sized unit, and the household would have to pay the balance of the gross rent.
- **Families Who Moves from the Project**-If the family moves from the project at any time with continued assistance, the normal program rules will apply.

Any remaining Enhanced Vouchers will be converted to Housing Choice Vouchers and issued to families from the Section 8 Waiting List.

Family Self-Sufficiency Programs (If Applicable)

The CHA does not have a Family Self-Sufficiency Program

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and assistance under the Housing Choice Voucher program with public and private resources, to enable families eligible to receive assistance under these programs, and to achieve economic independence and self-sufficiency.

This CHA has developed an action plan and policy and procedures to implement the requirements of this program. A copy of this plan; policy and procedure are attached to this document and is incorporated by reference as if fully set out herein. The FSS plan includes the following and meets the requirements of Interim HUD Notice 93-24, issued May 27, 1993:

Eligible FSS Participants: Description of how current Housing Choice Voucher participants (Families currently receiving Housing Choice Voucher assistance are the only families eligible to participate in the FSS Program) will be selected to participate in the FSS Program; (Reference Action Plan and Policy and Procedures to Implement the FSS Program for specific guidelines on selecting participants for the FSS Program). The basis selection criteria are listed below:

- A. Fifty percent (50%) of the CHA's slots will be allocated to Housing Choice Voucher participants with one or more family members currently enrolled in, or on the waiting list for, one or more FSS related service programs such as Job Opportunities and Basic Skills Training (JOBS) and/or Job Training Partnership Act (JTPA).
- B. The remaining fifty percent (50%) of the CHA's slots will be filled based on the date and time a family expresses interest in the FSS Program. The CHA will notify each Housing Choice Voucher participant of the availability of the FSS Program, in writing, and inform the families that eligibility for participation will be based on the date and time the CHA is contacted by the family and an interest is expressed in the program.

Set Aside Voucher Programs (If Applicable)

VASH Program/Mainstream Voucher Program

The CHA does not administer a VASH program.

In cooperation with the Veterans Administration, the **VASH Program** provides rental vouchers to homeless veterans with psychiatric and/or substance abuse disorders. Applicants to the VASH Program will be referred by the Veteran's Administration Homeless Program administrator. Applicants will have been homeless for six months and received continuing treatment before becoming eligible for referral by the VA. All other rules of the Voucher Program will apply to determine eligibility and continued assistance, whether or not the applicant remains with the counseling services of the VASH program.

The **Mainstream Voucher Program** is for families where the head of household or spouse is disabled and under 62 years of age. Families will be selected by the date and time of their application and local preference from the Housing Choice Voucher and Public Housing Waiting lists. If there is not an adequate supply of applicants, the PHA will open applications.

Families who are on the wait list and also qualify for the mainstream program, will be selected by the normal process from the wait list if there are no more mainstream vouchers available.

Landlord Requirements to Execute A HAP Contract

In order to execute a HAP Contract with the PHA each landlord must submit the following to the Housing Choice Voucher Manager or his/her/their designee.

Request for Tenancy Approval with the following attachments:

1. Housing Choice Voucher Landlord Certification Form.
2. Form W-9, Request for Taxpayer Identification and Certification.
3. Landlord Certification regarding rent approvals and leasing to relatives' prohibition.
4. Proof of Ownership.
5. Tax Status Verification from the City of Chicopee.
6. Verification of Property Management Services for absentee landlords.

The unit must also pass a HUD Housing Quality Standards inspection before approval and execution of the Contract.

All documents must be submitted to this office before the proposed contract date.

Landlords whose taxes are delinquent but are on a repayment agreement with the City of Chicopee, will be allowed to participate in the program as long as the agreement is in good standing. If the agreement is not maintained the PHA will terminate the contract with sixty-day notice to the landlord and tenant.

Appendix I, Informal Review for Applicants

1. **Notice to Applicant** - The CHA will give an applicant for participation prompt written notice of a decision denying assistance to the applicant within 30 days. The notice will contain a brief statement of the reasons for the CHA's decision. The notice will also state that the applicant may request an informal review of the decision and the notice will describe how to obtain the informal review.

2. **Informal Review Process** - The CHA will give an applicant an opportunity for an informal review of the CHA's decision denying assistance to the applicant. The CHA review procedures will be as follows:
 - A. The review will be conducted by a person designated by the CHA, other than a person who made or approved the decision under review or a subordinate of this person.
 - B. The applicant will be given an opportunity to present written or oral objections to the CHA's decision.
 - C. The CHA will notify the applicant of the final decision after the informal review, including a brief statement of the reasons for the final decision.

3. **When Informal Review is not Required** - The CHA is not required to provide an applicant an opportunity for an informal review for any of the following:
 - A. Discretionary administrative determinations by the CHA.
 - B. General policy issues or class grievances.
 - C. A determination of the family unit size under the CHA subsidy standards.
 - D. A CHA determination not to approve an extension or suspension of voucher term.
 - E. A CHA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
 - F. A CHA determination that a unit selected by the applicant is not in compliance with HQS.
 - G. A CHA determination that the unit is not in accordance with HQS because of the family size or composition.
 - H. Established by the CHA schedule of utility allowances for families in the program.

Appendix II, Informal Hearing for Participants

CHICOPEE HOUSING AUTHORITY
HOUSING ASSISTANCE PAYMENTS PROGRAM

**ELIGIBILITY OF HOUSING CHOICE VOUCHER PARTICIPANT
FOR REQUESTING AN INFORMAL HEARING**

The Housing Assistance Payments Program of the Chicopee Housing Authority (CHA) **MUST** provide an opportunity for an **INFORMAL HEARING** if requested by the family, to consider whether the following decisions or determinations relating to the individual circumstances of the family are in accordance with the law, the U.S. Department of Housing and Urban Development's regulation and the rules and regulations of the CHA.

1. When a Hearing is Required

- A. The CHA must give a participant family an opportunity for an informal hearing to consider whether the following CHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and CHA policies:
 - i. CHA's determination of the family's annual or adjusted income, and the use of such income to compute the Housing Assistance Payment.
 - ii. CHA's determination of the appropriate utility allowance (if any) for tenant-paid utilities from the CHA utility allowance schedule.
 - iii. CHA's determination of the family unit size under the CHA subsidy standards.
 - iv. CHA's determination that a Housing Choice Voucher program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the CHA subsidy standards, or the CHA determination to deny the family's request for an exception from the standards.
 - v. CHA's determination to terminate assistance for a participant family because of the family's action or failure to act.
 - vi. CHA's determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under CHA policy and HUD rules.

- B. In the cases described in paragraphs iv., v., and vi. above, the CHA must give the opportunity for an informal hearing before the CHA terminates Housing Assistance Payments for the family under an outstanding HAP Contract.

2. When Hearing is not Required

The CHA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

- A. Discretionary administrative determinations by the CHA.
- B. General policy issues or class grievance.
- C. Establishment of the CHA schedule of utility allowances for families in the program.
- D. A CHA determination not to approve an extension or suspension of a housing choice voucher term.
- E. A CHA determination not to approve a unit or lease.
- F. A CHA determination that an assisted unit is not in compliance with HQS. (However, the CHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.
- G. A CHA determination that the unit is not in accordance with HQS because of the family size.
- H. A determination to exercise or not to exercise any right or remedy against the owner under a HAP Contract.

3. Notice to Family

- A. In cases described in 1.i., ii. and iii., the CHA shall notify the family that the family may ask for an explanation of the basis of the CHA's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision. Request for a hearing must be in written form and received within ten (10) days of CHA Notice to the family.
- B. In cases described in paragraphs 1A, v. and vi. of this section, the CHA must give the family prompt written notice that the family may request a hearing. The notice must:
 - i. Contain a brief statement of reasons for the decision,
 - ii. State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
 - iii. State the deadline for the family to request an informal hearing.

4. Expeditious hearing process

Where a hearing for a participant family is required under this section, the CHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

5. Hearing Procedures

A. Administrative Plan

The administrative plan must state the CHA’s procedures for conducting informal hearings for participants.

B. Discover

i. By family

The family must be given the opportunity to examine before the CHA hearing any documents that are directly relevant to the hearing. The family must be allowed to copy any such document at the family’s expense. If the CHA does not make the document available for examination on request of the family, the CHA may not rely on the document at the hearing.

ii. The CHA hearing procedures may provide that the CHA must be given the opportunity to examine at CHA offices before the CHA hearing any family documents that are directly relevant to the hearing. the CHA must be allowed to copy any such document at the CHA expense. If the family does not make the document available for examination on request of the CHA, the family may not rely on the document at the hearing.

iii. Documents

The term “documents” includes records and regulations.

C. Representation of family

At its own expense, the family may be represented by a lawyer or other representative.

D. Hearing Officer. Appointment and authority.

i. The hearing may be conducted by any person or persons designated by the CHA, other than a person who made or approved the decision under review or a subordinate of this person.

ii. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the CHA’s hearing procedures.

E. Evidence

The CHA and the family must be given the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

F. Issuance of decision

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished within 10 days of hearing to the family.

6. Effect of decision

The CHA is not bound by a hearing decision.

- A. Concerning a matter for which the CHA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the CHA's hearing procedures.
- B. Contrary to HUD regulations or requirements, or otherwise contrary to federal, State or local law.
- C. If the CHA determines that it is not bound by a hearing decision, the CHA must promptly notify the family of the determination, and of the reasons for the determination.

7. Restrictions on assistance for non-citizens

The informal hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in 24 CFR Part 5.

Appendix III, Information Packet

CHICOPEE HOUSING AUTHORITY

Briefing Items Explanation and Packet

1. Information and Explanation for Prospective Tenants
2. Housing Choice Voucher
3. Utility Schedule
4. Housing Choice Voucher Lease Addendum
5. Request for Tenancy Approval
6. Subsidy Standard with Explanation
7. A Good Place to Live
8. Lead Base Paint Brochure
9. Housing Discrimination Complaint Form
10. Equal Opportunity Certification
11. Landlord Listing
12. Family Obligations
13. Denial or Termination of Assistance
14. Informal Hearing Procedure
15. Progress Report on Lease Approval
16. Information Sheet on Landlord
17. Model Lease
18. What you should know about EIV

Signature Certification

I have received the packet that contains the above items. These items were discussed with me in the briefing.

Applicant

Date

Staff

Date

Appendix IV, Owner's Guide

CHICOPEE HOUSING AUTHORITY
HOUSING CHOICE VOUCHER
HOUSING ASSISTANCE PAYMENTS PROGRAM

OWNER'S GUIDE

The Housing Choice Voucher Housing Assistance Payments (HAP) Program is a federally funded program administered by your local Housing Authority (HA); it provides housing assistance to eligible very low-income families. The program enables families to obtain decent, safe and sanitary housing by subsidizing a portion of each tenant's monthly rent and paying it directly to the property owner. Single-family dwellings, apartment buildings, legal accessory apartments, and townhouses/condominiums are eligible. The owner retains the normal management rights and responsibilities including tenant screening and selection, rent collection, property maintenance and lease termination.

WHO PARTICIPATES IN THE HOUSING CHOICE VOUCHER HAP PROGRAM?

The Housing Choice Voucher Program assists very low-income households. The Housing Authority selects families who meet income and eligibility requirements. A participating family may choose to remain in its current unit or move to another unit.

HOW IS RENTAL ASSISTANCE PROVIDED?

The Housing Authority calculates the amount of assistance each family receives.

Under the Housing Choice Voucher Program, the maximum subsidy is calculated by subtracting the Payment Standard from 30% of the family's adjusted income. The minimum rental portion a family will pay under the Voucher Program is 10% of its adjusted gross income.

After the approval of a prospective rental unit, this office will prepare the leasing documents. The landlord and tenant sign the Lease and Lease Addendum. The HA and owner will sign a Housing Assistance Payment (HAP) Contract. Each month the HA will make housing assistance payments directly to the owner. These payments are made as long as the family continues to be eligible and as long as the unit meets program requirements.

SECURITY DEPOSITS

An owner may collect a security deposit in conformance with private market practice and in accordance with the security deposits he/she collects from non-subsidized tenants, not to exceed two month’s contract rent.

When the tenant moves out of the unit, the owner may use the security deposit as reimbursement for any unpaid tenant rent, tenant caused damages or any 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 within thirty days. After deducting the amount, if any, used to reimburse the owner, the owner must refund the full amount of the unused balance to the tenant in accordance with state and local law.

THE LEASE

An initial written lease for a minimum of one year is required. The Chicopee Housing Authority uses a standard lease approved by HUD which includes a Lease Addendum that contains mandated HUD language. If the owner uses their own lease it must be approved by the Housing Authority prior to signing. The HUD Lease Addendum takes precedence over the owner’s lease should there be a conflict.

HOUSING CONDITION

All units in the Housing Choice Voucher Program must meet the health, safety, security and occupancy standards of the program and must comply with all local codes and/or ordinances. The unit must pass inspection before the tenant moves in. If the unit fails the initial inspection, the owner has the choice to comply with the repairs or select a non-assisted tenant.

HOUSING AUTHORITY APPROVAL OF HOUSING UNITS

Should you decide to lease your unit to a Housing Choice Voucher participant, the following documents must be submitted to this office:

1. A completed and signed “Request for Tenancy Approval” form. (This form is provided by the HA.)
2. Landlord’s social security or federal identification number.
3. Signed “Housing Choice Voucher Landlord Certification” form provided by the HA.

TENANT RESPONSIBILITIES

The tenant must fulfill family obligations as listed on their Housing Choice Voucher and other CHA documents.

The tenant must comply with the terms and conditions of the Lease and Lease Addendum.

The tenant is responsible for paying their rental portion each month.

The tenant is responsible for payment of utilities which are not included in the contract rent.

ANNUAL RECERTIFICATIONS, UNIT INSPECTIONS AND LEASE RENEWALS

Tenant Income. Family Composition and On-Going Eligibility:

A change in the tenant’s income and/or family circumstances is likely to result in a change in the portion of rent paid by the tenant and by the HA. The owner and tenant will be notified in writing by the HA of the new amounts and the effective date.

Condition of the Property and Level of Maintenance:

The PHA inspects the unit each year to ensure that it continues to meet the HUD Housing Quality Standards (HQS). The HA will not continue the contract if the unit does not meet the HQS. These inspections also help you to stay informed about the condition of your property and help prevent deterioration.

The federal regulations prohibit this office from subsidizing any unit that fails inspection. For units under HAP Contract which fail inspection, an owner is provided no more than thirty days to make the necessary repairs and to bring the unit into compliance with Housing Quality Standards. If the unit has not passed the inspection by the deadline date stated in our notice to you, HAP payments will be abated until the repairs are made and/or the HAP Contract will be promptly canceled. If there are extenuating circumstances that prevent you from making the repairs within the time frame allowed, you must request an extension **IN WRITING**. This office will make a case by case determination regarding the granting of extensions.

Continual HQS violations by the owner are cause for the Housing Authority not to enter into any new contracts with this owner.

Tenants are held accountable for any HQS violations which are the result of tenant damage, due to neglect, use or misuse by themselves, family members and guests. The tenant will be required to make these repairs within 30 days. If the tenant fails to make the repairs, their assistance will be terminated in accordance with federal law. The HAP Contract will be terminated within 30 days notice to the landlord. A letter will be sent to you and your tenant pursuant to the housing inspection. This correspondence will itemize tenant and landlord repairs so each party will have a clear idea of which repairs are their responsibility. If the owner completes the tenant repairs they have a right to bill the tenant, in writing, for these repairs.

FRAUD PREVENTION AND CONTROL

Incidence of fraud, willful misrepresentation, or intent to deceive with regard to the Housing Choice Voucher HAP Program are criminal acts. It is considered fraudulent for an owner to commit any of the following acts:

1. Requiring extra (“side”) payments in excess of the family’s share of the rent.
2. Collecting assistance payments for units not occupied by Housing Choice Voucher tenants.
3. When the owner resides in the unit being subsidized.
4. Bribing Housing Authority employees and/or contractor of the Authority to certify sub-standard units as standard.

Some examples of fraud involving tenants are:

1. Willful misrepresentation of total family income and/or composition.
2. Sub-leasing the unit to an unassisted person/family.
3. Not using the unit as their full-time residence.

Any landlord or tenant found guilty of fraud will be terminated from the Housing Choice Voucher Program. Tenants and Owners can also be terminated for criminal and drug activity. Owners are encouraged not to condone fraud by their tenants and to enforce the lease by notifying your tenant of any lease violation and the consequence of non-compliance with the lease. Remember, when the Housing Authority terminates the tenant for fraud you will no longer be entitled to Housing Assistance Payments and you will be responsible for evicting the family from your unit.

TENANT SCREENING

It is the responsibility of the owner to select and screen their prospective tenants. To comply with equal housing laws, all tenants should be subject to the same criteria for eligibility. If careful screening is done you are more likely to rent to a tenant who will maintain the unit and pay their portion of the rent.

NON-DISCRIMINATION IN HOUSING

In the selection of tenants, provision of services, or in any other manner, federal law states that an owner may not discriminate against any person because of race, color, religion, sex, handicap, national origin, sexual orientation, gender identity, or marital status. Additionally, Massachusetts state law prohibits discrimination based on income because the Housing Choice Voucher subsidy is considered a legal source of income.

OUTREACH TO OWNERS

The Housing Authority is always seeking opportunities for housing which are decent, safe and sanitary for our Housing Choice Voucher families, in all areas of Chicopee. You are encouraged to list any units you may have for rent by contacting this office. This list of available units will be provided to eligible families upon their request. The HA is particularly interested in units that may be accessible to the disabled. Please be aware that we will not allow any owners who have committed fraud, bribery or other corrupt or criminal acts to participate in the program.

For more information about the Housing Assistance Payments Program, please contact:

CHICOPEE HOUSING AUTHORITY
Housing Choice Voucher HAP Program
128 Meetinghouse Rd., Chicopee, Massachusetts 01013-1830

Appendix V, Verification Procedures

SECTION 8 HOUSING CHOICE VOUCHERS

VERIFICATION PROCEDURES

A. INTRODUCTION

HUD regulations require CHA to verify the factors of eligibility and Total Tenant Payment/Family Share. Applicants and program participants must provide true and complete information to CHA whenever information is requested. CHA's verification requirements are designed to maintain program integrity. This Chapter explains CHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. CHA will obtain proper authorization from the family before requesting information from independent sources.

CHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third-party verifications are not possible as to why third-party verification was not obtained as well as the manner in which the eligibility factors were verified.

B. METHODS OF VERIFICATION AND TIME ALLOWED

CHA will verify information through five methods of verification according to the hierarchy listed below:

1. Enterprise Income Verification (EIV)
2. Third-Party Written Verification
3. Third-Party Oral Verification
4. Review of Documents
5. Certification/Self-Declaration

CHA will allow up to two (2) weeks for return of third-party verifications and up to one (1) additional week to obtain other types of verifications before going to the next method. CHA will document the file as to how the information was verified including an explanation for the method utilized if other than a written third-party verification.

For applicants, verifications must be no older than 60 days prior to the issuance of a voucher. For participants, they will be valid for another 60 consecutive days from date of receipt.

1. Enterprise Income Verification

CHA will utilize Enterprise Income Verification methods, including, whenever possible as well as any other EIV that might become available to CHA.

Third-party verification may continue to be used to complement Enterprise Income Verification.

EIV may be used in lieu of 3rd party verifications when there is not a substantial difference between EIV and tenant-reported income. HUD defines substantial difference as \$200 or more per month.

- ◆ If the income reflected on the EIV verification is less than that reflected on the tenant-provided documentation, CHA will use tenant-provided documents to calculate anticipated annual income as long as the difference is within the aforementioned \$200 threshold. The income reflected on the EIV verification must not be more than 60 days old.
- ◆ If the income reflected on the EIV verification is greater than current tenant-provided documentation, CHA will use EIV income data to calculate anticipated annual income as long as the difference is within the above mentioned \$200 threshold; unless the tenant provides documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.) The tenant supplied documents must not be more than 60 days old.

In cases where EIV data is substantially different than tenant-reported income, CHA will follow the following guidelines:

- ◆ CHA will utilize written third-party verification to verify the information
- ◆ When CHA cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud, CHA will review historical income data for patterns of employment, paid benefits, and/or receipt of other income to anticipate income.
- ◆ CHA will analyze all data (EIV data, third party verification and other documents; information provided by the family) and attempt to resolve the income discrepancy.
- ◆ CHA will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

If CHA is unable to anticipate annual income using current information due to historical fluctuations in income, CHA may average amounts received/earned to anticipate annual income.

If the tenant disputes EIV SS/SSI benefit data, CHA will request the tenant to provide a current original SSA notice or benefit letter within 10 business days of being notified of the dispute.

2. **Third-Party Written Verification**

Third-party verification is used to verify information directly with the income source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the income source are considered third party written verifications. Verifications hand carried by clients will be considered third party verifications.

CHA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- ◆ Social Security Administration
- ◆ Veterans Administration
- ◆ Welfare Assistance
- ◆ Unemployment Compensation Board
- ◆ City or County Courts

3. **Third-Party Verbal Verification**

Verbal third-party verification will be used when written third-party verification is delayed or not possible. When third-party verbal verification is used, staff will be required to complete the Verbal Verification Log, noting with whom they spoke, the date of the conversation, and the facts provided. If verbal verification is utilized CHA must originate the call.

4. **Review of Documents**

In the event that third-party written or verbal verification is unavailable, or the information has not been verified by the third party within two (2) weeks, CHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed.

CHA will accept the following documents from the family provided that the document is an original and does not appear to be tampered or altered.

- ◆ Printed wage stubs
- ◆ Computer print-outs from the employer
- ◆ Letters signed by the employer or other appropriate party (provided that the information is confirmed by phone)
- ◆ Other documents noted in this Chapter as acceptable verification

CHA will accept faxed and photocopied documents when received directly from the generating source.

If third-party written verification is received after documents have been accepted as provisional verification, and there is a discrepancy, CHA will utilize the third-party verification.

CHA will not delay the processing of an application beyond two (2) weeks because a third-party information provider does not return the verification in a timely manner.

5. Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification. Self-certification requires a notarized and witnessed statement/affidavit/certification/statement under penalty of perjury.

C. RELEASE OF INFORMATION

Adult family members will be required to sign the form HUD 9886 Release of Information/Privacy Act form. In addition, all adult family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice. Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Refusal to cooperate with the prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by CHA or HUD.

D. ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations.

Zero-income status of household.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in the preceding two years.

Childcare expenses when it allows an adult family member to be employed, to actively seek employment or to further his/her education.

Medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an **adult** family member to be employed.

Disability for determination of preferences, allowances or deductions.

U.S. citizenship/eligible immigrant status

Social Security Numbers for all family members 6 years of age or older who have been issued a social security number.

"Preference" status, as applicable.

Marital status when needed for head or spouse definition.

Verification of Reduction in Benefits for Noncompliance:

Before granting a family’s request for rent reduction because of a decrease in benefits, CHA will obtain written verification from the Welfare agency stating that the family’s benefits were not reduced because of fraud or non-compliance with an economic self-sufficiency requirement.

E. VERIFICATION OF INCOME

This section defines the methods CHA will use to verify various types of income.

1. Employment Income

Verification forms request the employer to specify the:

- ◆ Dates of employment
- ◆ Amount and frequency of pay
- ◆ Date of the last pay increase
- ◆ Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
- ◆ Annual earnings
- ◆ Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification in addition to EIV include:

- ◆ Employment verification form completed by the employer.
- ◆ Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings. Three or four current and successive check stubs.
- ◆ W-2 forms plus income tax return forms.
- ◆ Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income, IRS Form 8121. In cases where there are questions about the validity of information provided by the family, CHA will require the most recent federal income tax statements. Confirmation may be made on a case-by-case basis.

2. Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification in addition to EIV include:

- ◆ Benefit verification form completed by agency providing the benefits.
- ◆ Award or benefit notification letters prepared and signed by the providing agency.
- ◆ Computer report electronically obtained or in hard copy.

3. Unemployment Compensation

Acceptable methods of verification in addition to EIV include:

- ◆ Verification form completed by the unemployment compensation agency.
- ◆ Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.
- ◆ Payment stubs.

4. Welfare Payments or General Assistance

Acceptable methods of verification in addition to EIV include:

- ◆ CHA verification form completed by payment provider.
- ◆ Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
- ◆ Computer-generated Notice of Action.
- ◆ Computer-generated list of recipients from Welfare Department, including the amounts paid.

5. **Alimony or Child Support Payments**

Acceptable methods of verification include:

- ◆ Copy of a separation or settlement agreement or a divorce decree stating amounts and types of support and payment schedules.
- ◆ A notarized letter from the person paying the support.
- ◆ Copy of latest check and/or payment stubs from Court Trustee. CHA must record the date, amount, and number of the check.
- ◆ Print out from DFS or Local Child Support Enforcement Agency.
- ◆ Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

- ◆ A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.
- ◆ A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.
- ◆ A notarized affidavit from the family indicating the amount(s) received.
- ◆ A welfare notice of action showing amounts received by the welfare agency for child support.
- ◆ A written statement from an attorney certifying that a collection or enforcement action has been filed.

6. Net Income from a Business

In order to verify the net income from a business, CHA will review IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

- ◆ IRS Form 1040, including Schedule C (Small Business), Schedule E (Rental Property Income), Schedule F (Farm Income). Note: If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.
- ◆ Audited or un-audited financial statement(s) of the business.
- ◆ Credit report or loan application.
- ◆ Documents such as manifests, appointment books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
- ◆ Family's self-certification as to net income realized from the business during previous years.

7. Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a day care business which may or may not be licensed, CHA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

CHA may conduct interim reevaluations every 120 days and require the participant to provide a log with the information about customers and income.

If childcare services were terminated, a third-party verification will be sent to the parent whose child was cared for.

If the child care business provides day care services for the State of Massachusetts, a third-party income verification will be sent to the Family Support Division.

8. Recurring Gifts and Income from Other Sources

The family must furnish a self-certification, which contains the following information and may include, but not be limited to regular recurring cash gifts, gifts, utility or other bills paid on behalf of the family:

- ◆ The person who provides the gifts
- ◆ The value of the gifts
- ◆ The regularity (dates) of the gifts
- ◆ The purpose of the gifts

9. Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. CHA will request information from the Massachusetts Department of Revenue. Families claiming to have not income will have to certify to this status at least monthly when notified by CHA.

10. Full-time Student Status

Only the first \$480 of the earned income of full-time students, other than head, co-head, or spouse, will be included towards family income. Financial aid, scholarships and grants received by full time students are not family income.

Verification of full-time student status includes:

- ◆ Written verification from the registrar's office or other school official.
- ◆ School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

F. INCOME FROM ASSETS

1. Savings Account Interest Income and Dividends

Acceptable methods of verification include:

- ◆ Account statements, passbooks, certificates of deposit, or CHA verification forms completed by the financial institution.
- ◆ Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
- ◆ IRS Form 1099 from the financial institution provided that CHA must adjust the information to project earnings expected for the next 12 months.

2. Interest Income from Mortgages or Similar Arrangements

Acceptable methods of verification include:

- ◆ A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
- ◆ Amortization schedule showing interest for the 12 months following the effective date of the certification or re-certification.

3. Net Rental Income from Property Owned by Family

Acceptable methods of verification include:

- ◆ IRS Form 1040 with Schedule E (Rental Income).
- ◆ Copies of most recent three consecutive rent receipts, leases, or other documentation of rent amounts.
- ◆ Documentation of allowable operating expenses of the property: tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
- ◆ Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

G. VERIFICATION OF ASSETS

1. Family Assets

CHA will require the information necessary to determine the current cash value of the family’s assets, (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

- ◆ Verification forms, letters, or documents from a financial institution or broker.
- ◆ Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- ◆ Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- ◆ Real estate taxes statements if the approximate current market value can be deduced from assessment.
- ◆ Financial statements for business assets.
- ◆ Copies of closing documents showing the selling price and the distribution of the sales proceeds.
- ◆ Appraisals of personal property held as an investment.
- ◆ Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

2. Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

For all Certifications and Re-certifications, CHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or re-certification.

If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

1. Child Care Expenses

Written verification from the person who receives the payments is required. If the childcare provider is an individual, s/he must provide a statement of the amount they charge and receive from the family for their services. Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Child care expenses are deducted only to the extent that they are not reimbursed and reflect a reasonable charge; and are paid for the care of children under the age of 13.

As stated elsewhere in this document, child care is allowable for the following reasons:

◆ Child-Care to Work

The maximum child-care allowed will be based on the amount earned by the person enabled to work.

◆ Child-Care for School

The HA will compare the number of hours the family member is attending school relative to the number of child care hours that will be used to determine the ratio is reasonable when determining the rent calculation

◆ Rate of Expense

The HA will survey the local day care providers semi-annually in the area/community to determine a reasonableness standard. The determination will be made only on a reasonable HOURLY rate. The reasonable rate will be determined based upon the type of care chosen by the family, i.e., center-based or in-home care; State provided care or private care.

- ◆ **Actively Seek Employment**

The HA will obtain evidence that the individual is fulfilling welfare-to-work requirements or the requirements for receiving unemployment compensation; or is otherwise actively seeking employment. Written verification from a local or state government agency that oversees work-related activities will be accepted.

If third party verification is not possible, CHA will review documents provided by the family and/or a notarized statement from the family member attesting to his or her efforts to find employment.

2. Medical Expenses

Families, who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. One or more of the methods listed below will verify all expense claims:

- ◆ Written verification by a doctor, hospital or clinic personnel, dentist, Pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

- ◆ Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

- ◆ Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

- ◆ For attendant care:

CHA will require certification from a qualified professional having knowledge of the person’s need for an attendant and who can verify the attendant is necessary as a medical expense.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

- ◆ Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

- ◆ Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

- ◆ Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. CHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

- ◆ CHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

3. Assistance to Persons with Disabilities [24 CFR 5.611(c)]

◆ In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

◆ Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

◆ Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

1. Verification of Legal Identity and Familial Relationships

CHA will require applicants to furnish verification of legal identity for all family members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- ◆ Certificate of Birth, naturalization papers
- ◆ Church issued baptismal certificate
- ◆ Current, valid Driver's license
- ◆ U.S. military discharge (DD 214)
- ◆ U.S. passport
- ◆ Voter's registration
- ◆ Company/agency Identification Card
- ◆ Government issued Identification Card
- ◆ Verification of guardianship is:
 - Court-ordered assignment
 - Affidavit of parent
 - Verification from social services agency

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- ◆ Certificate of Birth
- ◆ Adoption papers
- ◆ Custody agreement
- ◆ Health and Human Services ID
- ◆ School records

If none of these documents can be provided, a third party who knows the person may, at CHA's discretion, provide certification to be used as verification.

2. Verification of Marital Status (when necessary to determine custody of children)

- ◆ Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.
- ◆ Verification of a separation may be a copy of court-ordered maintenance or other records.
- ◆ Verification of marriage status is a marriage certificate.

3. Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, CHA will consider any of the following as verification:

- ◆ Divorce Decree
- ◆ Legal separation agreement
- ◆ Order of protection/restraining order obtained by one family member against another
- ◆ Proof of another home address, such as current utility bills in former household members name, canceled checks for rent, driver’s license, or lease or rental agreement, if available.
- ◆ Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
- ◆ If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.
- ◆ If no other proof can be provided, CHA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

5. Verification of Change in Family Composition

However, all increases in family composition, other than birth, must be approved by CHA prior to moving into an assisted unit. CHA will require all persons to go thru both the landlord and CHA tenant screening and will require written statement from landlord that new household members are acceptable to be added on the lease.

6. Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

J. VERIFICATION OF CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to declare their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while CHA informal review is pending.

1. Citizens or Nationals of the United States

All applicants and participants are required to sign a declaration under penalty of perjury. CHA will require citizens to provide documentation of citizenship. Acceptable documentation will include at least one or more of the following original documents:

- ◆ United States birth certificate
- ◆ United States passport
- ◆ Resident alien/registration card
- ◆ Social Security card
- ◆ Other appropriate documentation as determined by CHA such as a signed and notarized declaration of U.S. Citizenship or U.S. Nationality.

2. Eligible Immigrants who were Participants and 62 or over on June 19, 1995

Eligible Immigrants who were Participants and 62 or over on June 19, 1995 are required to sign a declaration of eligible immigration status and provide proof of age.

3. Non-citizens with eligible immigration status

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. CHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, CHA must request within ten days that the INS conduct a manual search.

4. Ineligible family members

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

5. Non-citizen students on student visas

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

6. Failure to Provide

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

7. Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination at the time of initial application. CHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family. CHA will verify the U.S. citizenship/eligible immigration status of all participants no later than the date of the family’s first annual reexamination following the enactment of the Quality Housing and Work Responsibility Act of 1998.

For family members added after other members have been verified, the verification occurs at the first re-certification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial CHA does not supply the documents, CHA must conduct the determination.

8. Extensions of Time to Provide Documents

CHA will grant an extension of 30 days for families to submit evidence of eligible immigrant status.

9. Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- ◆ Resident Alien Card (I-551)
- ◆ Alien Registration Receipt Card (I-151)
- ◆ Arrival-Departure Record (I-94)
- ◆ Temporary Resident Card (I-688)
- ◆ Employment Authorization Card (I-688B)
- ◆ Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

K. VERIFICATION OF SOCIAL SECURITY NUMBERS

Social security numbers must be provided as a condition of eligibility for all family household members. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- ◆ A driver's license
- ◆ Identification card issued by a Federal, State or local agency
- ◆ Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- ◆ An identification card issued by an employer or trade union
- ◆ An identification card issued by a medical insurance company
- ◆ Earnings statements or payroll stubs
- ◆ Bank Statements
- ◆ IRS Form 1099
- ◆ Benefit award letters from government agencies
- ◆ Retirement benefit letter
- ◆ Life insurance policies
- ◆ Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- ◆ Verification of benefits or Social Security Number from Social Security Administration

Appendix VI, Violence Against Women Act (VAWA) Policy

Violence Against Women Reauthorization Act of 2013 (VAWA) Policy

Title VI of the VAWA adds a new housing provision that establishes several categories of protected individuals. Under the law victims of domestic violence, dating violence, sexual assault, and stalking are granted protections and cannot be denied or terminated from housing or housing assistance because of activity that is directly related to domestic violence. 2005 VAWA Pub. L. 109-162; Stat. 2960 signed into law on January 5, 2006 and codified at 42 U.S.C. §1437d(I) and 1435f(d), (0) & 1 and (u) and amended by the Violence Against Women Reauthorization Act of 2013 (VAWA 2013).

1.0 Purpose

The purpose of this Policy is to reduce domestic violence, dating violence, and stalking and to prevent homelessness by:

- (a) protecting the safety of victims;
- (b) creating long-term housing solutions for victims;
- (c) building collaborations among victim service providers; and
- (d) assisting CHA to respond appropriately to the violence while maintaining a safe environment for CHA, employees, tenants, applicants, HCV participants, program participants and others.

The policy will assist the Chicopee Housing Authority (CHA) in providing rights under the Violence Against Women Act to its applicants, public housing residents, HCV participants and other program participants.

This Policy is incorporated into CHA's "Admission and Continued Occupancy Policy" and "HCV Administration Plan" and applies to all CHA housing programs.

2.0 Definitions

The definitions in this Section apply only to this Policy.

- 2.1 **Confidentiality:** Means that CHA will not enter information provided to CHA by a victim alleging domestic violence into a shared database or provide this information to any related entity except as stated in 3.4
- 2.2 **Dating Violence:** Violence committed by a person (a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (b) where the existence of such relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (ii i) the frequency of interaction between the persons involved in the relationship. 42 U.S.C. §1437d (u)(3)(A), 2 CHA Section 8 Administrative Plan, December 2009 § 13925.

- 2.3 **Domestic Violence:** Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, committed by a person with whom the victim shares a child in common, committed by a person who is cohabitating with or has cohabitated with the victim as a spouse, committed by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Connecticut, or committed by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Connecticut. 42 U.S.C. §1437d(u)(3)(B), §13925.
- 2.4 **Affiliated Individual:** A spouse, parent, brother, sister or child of that individual, or an individual to whom that individual stands in loco parentis (in the place of a parent) or in individual, tenant, or lawful occupant living in the household of that individual. 42 U.S.C. § 1437d(u)(3)(D), § 13925.
- 2.5 **Perpetrator:** A person who commits an act of domestic violence, dating domestic violence sexual assault or stalking against a victim.
- 2.6 **Stalking:** (a) to follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim; (b) to place under surveillance with the intent to kill, injure, harass or intimidate the victim; (c) in the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim ; or (d) to cause substantial emotional harm to the victim, a member of the immediate family of the victim or the spouse or intimate partner of the victim. 42 U.S.C. §1437d(u)(3)(C), § 13925.
- 2.7 **Bona Fide Claim:** A bonafide claim of domestic violence, dating violence or stalking must include incidents that meet the terms and conditions in the above definitions.
- 2.8 **Victim:** Is a person who is the victim of domestic violence, dating violence, sexual assault or stalking under this Policy and who has timely and completely completed the certification under 3.2 and 3.3 or as requested by CHA.

3.0 Certification and Confidentiality

3.1 Failure to Provide Certification Under 3.2 and 3.3

The person claiming protection under VAWA shall provide complete and accurate certifications to CHA, owner or manager within 14 business days after the party requests in writing that the person completes the certifications. If the person does not provide a complete and accurate certification within the 14 business days, CHA, owner or manager may take action to deny or terminate participation or tenancy. 42 U.S.C. §14371 (5) & (6); 42 U.S.C. § 1437F(c)(9); 42 U.S.C. §1437f(d)(l)(B)(ii)&(iii); 42 U.S.C. §1437f(o)(7)(C)&(D); or 42 U.S.C. §1437f(o)(20) or for other good cause.

3.2 HUD Approved Certification

For each incident that a person is claiming as abuse, the person shall certify to CHA, owner or manager their victim status by completing a HUD approved certification form. The person shall certify the date, time and description of the incidents, that the incidents are bonafide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other identification.

3.3 Confirmation of Certification

A person who is claiming victim status shall provide to CHA, an owner or manager: (a) documentation signed by the victim and an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. §1746) the professional's belief that the incident(s) in question are bonafide incidents of abuse; or (b) a federal, state, tribal, territorial, local police or court record. This shall be submitted on form HUD-50066. (Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking). In addition to the forms required on the form HUD-50066 VAWA 2013 that also included a record of an administrative agency, and documentation from a mental health professional. Additionally, VAWA 2013 provides that the victim is required to provide the name of the perpetrator the HUD-50066 only if the name of the perpetrator is safe to provide and known to the victim.

3.4 Confidentiality

CHA, the owner and managers shall keep all information provided to CHA under this Section confidential. CHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

- (a) the victim request or consents to the disclosure in writing;
- (b) the disclosure is required for:
 - (i) eviction from public housing under 42 U.S.C. §1437 I(5)&(6)(See Section 4 in this Policy)
 - (ii) termination of HCV assistance under 42 U.S.C. §1437f(c)(9); 42 U.S.C. §1437f(d)(1)(B)(ii)&(iii); 42 U.S.C. §1437f (o)(7)(C)&(D); or 42 U.S.C. §1437f(o)(20)(See Section 4 in this Policy); or (c) the disclosure is required by applicable law.

4.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy

- 4.1 CHA shall not deny participation or admission to a program on the basis of a person's abuse status, if the person otherwise qualifies for admission of assistance.
- 4.2 An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be a serious or repeated violation of the lease by the victim and shall not be good cause for denying to a victim admission to a program, terminating HCV assistance or occupancy rights, or evicting a tenant.
- 4.3 Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of that domestic violence, dating violence or stalking.
- 4.4 Notwithstanding Sections 4.1, 4.2, and 4.2, CHA, an owner or manager may bifurcate a lease to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. 42 U.S.C. § 1437d(l)(6)(B)
- 4.5 Nothing in Sections 4.1, 4.2, and 4.3 shall limit the authority of CHA, an owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members when the family breaks up.
- 4.6 Nothing in Sections 4.1, 4.2, and 4.3 limits CHA, an owner or manager's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's household. However CHA, owner or manager may not hold a victim to a more demanding standard.
- 4.7 Nothing in Sections 4.1 , 4.2, and 4.3 limits CHA, an owner or manager's authority to evict or terminate assistance, or deny admission to a program if the CHA, owner or manager can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing service to the property or others if the tenant family is not evicted or terminated from assistance or denied admission.
- 4.8 Nothing in Sections 4.1, 4.2, or 4.3 limits CHA, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.
- 4.9 A HCV recipient who moves out of an assisted dwelling unit to protect their health or safety and who: (a) is a victim under this Policy; (b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and (c) has complied with all other obligations of the HCV program may receive a voucher and move to another HCV jurisdiction.

5.0 Actions Against a Perpetrator

The CHA may evict, terminate assistance, deny admission to a program or trespass a perpetrator from its property under this Policy. The victim shall take action to control or prevent the domestic violence, dating violence, sexual assault or stalking. The action may include but is not limited to: (a) obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator; (b) obtaining and enforcing a trespass against the perpetrator; (c) enforcing CHA or law enforcement's trespass of the perpetrator; (d) preventing the delivery of the perpetrator's mail to the victim's unit; (e) providing identifying information listed in 3.2; and (f) other reasonable measures.

6.0 CHA Right to Terminate Housing and Housing Assistance Under this Policy

6.1 Nothing in this Policy will restrict the CHA, owner or manager's right to terminate tenancy for lease violations by a resident who claims VAWA as a defense if it is determined by the CHA, owner or manager that such a claim is false.

6.2 Nothing in this Policy will restrict the CHA right to terminate tenancy if the victim tenant (a) allows a perpetrator to violate a court order relating to the act or acts of violence; or (b) if the victim tenant allows a perpetrator who has been barred from CHA property to come onto CHA property including but not limited to the victim's unit or any other area under their control; or (c) if the victim tenant fails to cooperate with an established safety strategy as designed by a local victim support service provider (see 7.2).

6.3 Nothing in this Policy will restrict the CHA right to terminate housing and housing assistance if the victim tenant who claims as a defense to an eviction or termination action relating to domestic violence has engaged in fraud and abuse against a federal housing program; especially where such fraud and abuse can be shown to have existed before the claim of domestic violence was made. Such fraud and abuse include but is not limited to unreported income and ongoing boarders and lodgers violations, or damage to property.

7.0 Statements of Responsibility of Tenant Victim, the CHA to the Victim, and to the Larger Community.

7.1 A tenant victim has no less duty and responsibility under the lease to meet and comply with the terms of the lease than any other tenant not making such a claim. Ultimately all tenants must be able to take personal responsibility for themselves and exercise control over their households in order to continue their housing and housing assistance. The CHA will continue to issue lease violation notices to all residents who violate the lease including those who claim a defense of domestic violence.

7.2 CHA recognizes the pathologic dynamic and cycle of domestic violence and a victim of domestic violence will be referred to local victim support service providers to help victims break the cycle of domestic violence through counseling, referral and development of a safety strategy.

7.3 A tenant victim must take personal responsibility for exercising control over their household by accepting assistance and complying with the safety strategy or plan to best of victim's ability and reason under the circumstances. Failure to do this may be seen as other good cause.

7.4 All damages including lock changes will be the responsibility of the tenant victim. This is in keeping with other agency policies governing tenant caused damages.

8.0 Notice to Applicants, Participants, Tenants and HCV Managers and Owners.

CHA shall provide notice to applicants, participants, tenants, managers and owners of their rights and obligations under Section 3.4 Confidentiality and Section 4.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy.

8.1 If the CHA, owner or manager knows that an applicant to or participant in a CHA housing program is the victim of dating violence, domestic violence or stalking, the CHA, owner or manager shall inform that person of this Policy and the person's rights under it.

9.0 Reporting Requirements

CHA shall include in its 5-year plan a statement of goals, objectives, policies or programs that will serve the needs of victims. CHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

10.0 Conflict and Scope

This Policy does not enlarge CHA's duty under any law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another CHA policy such as its Statement of Policies or HCV Administration Plan, this Policy will control.

11.0 Amendment

The Executive Director may amend this policy when it is reasonably necessary to effectuate the Policy's intent, purpose or interpretation. The proposed amendment along with the rationale for the amendment shall be submitted to the Executive Director for consideration. Where reasonably necessary, the Executive Director may approve the amendment. The amendment shall be effective and incorporated on the date that the Executive Director signs the amendment.

Appendix VII, Reasonable Accommodation

REQUEST FOR A REASONABLE ACCOMMODATION

If you need:

-  a change in our policies or procedures
-  a repair or change in your apartment
-  change to some other part of the property
-  a change in the way we communicate with you because of a disability, you may ask for this change, which is called a "reasonable accommodation."

Requests for reasonable accommodations will be considered on a case-by-case basis. Decisions regarding reasonable accommodations will be made in compliance with all applicable accessibility laws and requirements. Additionally, in those circumstances where CHA deems that a proposed reasonable accommodation would fundamentally alter the service, program, or activity, or would result in undue financial and administrative burdens, CHA has the burden of proving such result.

We will make every effort to render a decision within twenty 20 business days.

We will let you know if we need more information or verification from you or if we would like to discuss other ways of meeting your needs.

If we turn down your request, we will explain our decision, and you may give us additional information.

Please advise us if you need help in using the form, or if you wish to receive this Request Form in an alternative format to meet your communication needs.

REQUEST FOR A REASONABLE ACCOMMODATION

The following member(s) of my household has a disability:

Please provide this reasonable accommodation (specify accommodation(s)):

I need this reasonable accommodation because:

Date: _____

Name: _____

Address: _____

Telephone: _____

Signed: _____

REQUEST FOR INFORMATION OR VERIFICATION

Date: _____

To: _____

Dear Applicant or Resident:

We have received your Request for a Reasonable Accommodation. We need to know more about [issue, simply and clearly stated] before we can decide.

We need to know more because [reason, simple and clearly stated].

You can give us more information by [acceptable methods of verification]. If this is a problem for you, other ways of providing the information may also be acceptable.

We will not make a decision until we have this new information.

If you think that you have given us this information, or if you think that we should not ask for this information, please call us at 413-592-6132. Please call if you have any other questions.

REQUEST FOR A MEETING

Date: _____

To: _____

Dear Applicant or Resident:

We have received your request for a reasonable accommodation. It would help us make our decision if we could meet with you. You may bring someone to assist you with the meeting.

We would like to meet on [date, time, place]. If you cannot come at that time or if the meeting location is a problem, please call us at 413-592-6132.

We will talk about [describe issue, simply and clearly] at this meeting.

Please come ready to talk to us about the changes you want. Please bring copies of any information that you would like to give us.

We look forward to meeting with you.

[Signature and closing]