Glendale Housing Authority

DRAFT

Housing Choice Voucher Administrative Plan

Effective Date: July 01, 2023

EQUAL HOUSING OPPORTUNITY

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OVERVIEW OF THE PROGRAM AND PLAN

A public housing agency (PHA) is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. The PHA enters into an Annual Contributions Contract with the U.S. Department of Housing and Urban Development (HUD) to administer the program requirements on behalf of HUD. The PHA must ensure compliance with federal laws, regulations and notices and must establish policies and procedures to clarify federal requirements and to ensure consistency in program operation.

Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f) authorizes a tenant-based Housing Choice Voucher (HCV) assistance program funded by the federal government. The HCV is administered by the City of Glendale Housing Authority (GHA) for the jurisdiction of the City of Glendale as provided in Title 24, Subtitle B, Chapter IX Part 982 of the Code of Federal Regulations. The purpose of the HCV program is to provide rental assistance to eligible individuals and families. The rules and regulations of the HCV program are determined by federal law and administered according to guidance and policies issued by HUD. GHA complies with all applicable federal laws and implements the HCV as provided in the HUD policies and guidelines.

This chapter contains an overview of GHA and its policies, practices, and procedures for administering the HCV program locally. It also contains information about the purpose, intent and use of this Administrative Plan.

1.1 APPLICABLE REGULATIONS

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 35: Lead Safe Housing
- 24 CFR Part 903: Public Housing Agency Plans
- 24 CFR Part 982: Section 8 Tenant Based Assistance
- 24 CFR Park 983: Project Based Vouchers
- 24 CFR Part 985: Section 8 Management Assessment Program
- 24 CFR Part 100: Discriminatory Conduct Under the Fair Housing Act

1.2 PURPOSE OF THE ADMINISTRATIVE PLAN

The Administrative Plan (Plan) establishes policies for implementation and administration of the Housing Choice Voucher Program by GHA. The provisions of this plan are based upon local, state, and Federal law and regulations. The Plan covers both admission to, and continued participation in, the Housing Choice Voucher program. GHA has some regulatory discretion in administering the program. The Administrative Plan documents GHA's policies on discretionary items. The plan is approved and adopted by the GHA's Governing Body.

1.2.1 Mandatory Plan Updates

If a change in law or regulation occurs that is mandatory and results in a required change to this plan, GHA's Governing Body authorizes those mandatory changes to be made administratively without action of the Governing Body unless otherwise directed by HUD. The Governing Body will be informed of any mandatory changes in writing and changes will also be submitted to HUD.

1.3 ORGANIZATION AND STRUCTURE

The Governing Body for the GHA is the Glendale City Council. Formal actions are taken through written resolutions adopted by the Council. Responsibilities of the Council include:

- Establishing policies under which the GHA conducts business
- Ensuring that policies are followed
- Preserving and expanding GHA's resources as needed
- Assuring GHA's continued viability
- Ensuring the GHA is successful in fulfilling its mission

Administrative oversight of the GHA is the responsibility of the City Manager or designee. The principal staff member of the GHA is the Housing Program Administrator, hired and appointed by the City Manager or designee. Responsibilities of the Housing Program Administrator include:

- Carrying out the policies established by the Council
- Hiring, training, and supervising the GHA staff in order to manage the day-to-day operations
- Ensuring compliance with federal and state laws and directives for the programs managed
- Budgeting and financial planning for the GHA facilities and programs

1.4 HCV PROGRAM BASICS

The HCV program offers mobility to eligible participants because they may search for suitable housing anywhere in Glendale and may also be eligible to move to other jurisdictions.

When an individual or household is determined to be eligible for the program and funding is available, the GHA issues a housing voucher. When the participant(s) finds a suitable housing unit the GHA will enter into a contract with the owner and the participant(s) will enter into a lease with the owner. Each party makes their respective payment to the owner so that the owner receives full rent.

Even though the participant is determined to be eligible for the program, the owner has the responsibility of approving the participant as a suitable renter. The GHA continues to make payments to the owner as long as the participant is eligible, and the housing unit continues to qualify under the program.

1.5 GLENDALE HOUSING AUTHORITY GUIDING PRINCIPLES

As a public service organization, GHA is committed to providing excellent service to HCV program participants, owners, and to the community. GHA is committed to contributing to the City of Glendale's mission, vision, values, and strategic objectives as adopted by the City Council.

Mission: We improve the lives of the people we serve every day.

Vision: We are the community of choice for residents, businesses, and employees.

Values: Community, Integrity, Excellence, Innovation, and Learning.

Program Outcomes:

Applicants and Participants:

- Everyone has the support they need to have equal access to programs.
- People of all backgrounds experience freedom of housing choice.
- Qualified participants obtain affordable housing.
- Program participants become self-sufficient.

Community:

- Rents are fair, reasonable, and affordable.
- Private property owners are partners in serving very low-income families.
- Strong public awareness and community support.
- Increased supply of affordable housing choices.

Service:

- Highest ratings in performance measurement indicators from HUD.
- Highest level of efficiency in program operations.
- Highest level of standards and professionalism in all operations.
- 100% compliance with federal, state, and local laws and regulations and Housing Quality Standards (HQS).

1.6 HOUSING CHOICE VOUCHER PARTNERSHIPS

For the HCV program to be successful, all parties involved – HUD, GHA, the owner, and the participant – have important roles to play. The roles and responsibilities of all parties are defined in federal regulations and in legal documents that parties execute to participate in the program. The following outlines major responsibilities of each partner.

1.6.1 HUD Responsibility

- Develop regulations, requirements, handbooks, notices, and other guidance to implement HCV housing program legislation passed by Congress.
- Allocate HCV program funds to GHA.

- Provide technical assistance to the GHA on interpreting and applying HCV program requirements.
- Monitor GHA compliance with HCV program requirements and GHA performance in program administration.

1.6.2 GHA Responsibility

- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding, the PHA's administrative plan, and other applicable federal, state, and local laws.
- Establish local policies to administer the HCV program.
- Review applications from applicant to determine eligibility and conduct background screening at admission.
- Maintain a waiting list and select individuals and families for admission.
- Issue vouchers to eligible individuals and families and provide information on how to lease a unit.
- Conduct outreach to owners, with special attention to owners outside areas of poverty or minority concentration.
- Assure owners and units comply with housing quality standards and rent standards.
- Approve the rental unit for the owner and the tenancy.
- Make housing assistance payments to the owner in a timely manner.
- Recertify participants' continued eligibility under the program.
- Ensure that owners and participants comply with their contractual obligations.
- Provide applicants, participants, owners and the community with prompt, professional service.

1.6.3 Owner Responsibility

- Screen participants who apply for tenancy to determine suitability as renters.
- Comply with the terms of the Housing Assistance Payments contract, executed with GHA.
- Comply with all applicable fair housing laws and do not discriminate against anyone protected by such laws.
- Maintain the housing unit in accordance with Housing Quality Standards (HQS) and make necessary repairs in a timely manner.
- Collect rent due from the participant(s) and otherwise comply with and enforce applicable provisions of the dwelling lease.

1.6.4 Participant Responsibilities

- Provide GHA with complete and accurate information necessary for administration of the program.
- Make their best and most timely efforts to locate qualified and suitable housing.
- Cooperate in attending all appointments scheduled by GHA.
- Allow GHA to inspect the unit at reasonable times and after reasonable notice unless an emergency exists.

- Take responsibility for care of the housing unit, including rectifying any violations of inspection standards caused by the participant(s).
- Comply with the terms of the lease with the owner.
- Comply with the obligations of the voucher.
- Not commit any violations of the lease.
- Not engage in drug-related or violent criminal activity, or the illegal use of a controlled substance, alcohol abuse, or any other criminal activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Notify GHA and the owner before moving or terminating the lease.
- Use the unit only as a residence and as the participant's sole residence.
- Not sublet the unit, assign the lease, or not obtain any financial benefit in the unit from a third party, non-participant.
- Promptly notify GHA of any changes in household composition.
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing program.

2 GENERAL ADMINISTRATIVE POLICIES

2.1 CONFIDENTIALITY AND PRIVACY

GHA will respect and maintain the privacy of applicants and participants and ensure records are protected in accordance with the Privacy Act of 1974. GHA will not disclose any personal information (including, but not limited to, information on any disability) contained in its records to any person or agency unless the applicant or participant gives written consent to such disclosure or is required to make such disclosure by applicable federal or state law.

This privacy policy does not limit GHA's ability to collect such information as it may need to determine eligibility, compute housing assistance, or verify the need for an accommodation, and does not prohibit GHA from disclosing information to local law enforcement if the participant is suspected of being involved in criminal or illegal activity.

All applicant and participant information will be secured, and access will be limited to authorized staff. Staff will not discuss personal information unless there is a business reason to do so.

HUD collects information including participants' names and unit address, and owner's name and payment address. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. The applicants and participants private information will not be otherwise disclosed or released outside of HUD, except as permitted or required by federal or state law.

2.1.1 Right to Privacy

All adult members of both applicant and participant households are required to annually sign HUD Forms 9886 Authorization for Release of Information and Privacy Act Notice and 9887, Notice and Consent for the Release of Information. The Authorization for Release of Information and Privacy Act Notice states how household information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant, and then, only within the limits as allowed by law. GHA will not release participants' addresses in order to protect their privacy and to allow them to live in the community without public knowledge of their receipt of federal rental assistance and to avoid any negative perception or stigmatization of any neighborhood or community with residents receiving HCV assistance.

2.2 RECORDS RETENTION

GHA will keep all documents related to a participant's eligibility, tenancy, and termination in accordance with HUD and the City of Glendale records retention requirements and policies.

2.3 REQUIRED POSTINGS

GHA will post, in a conspicuous place and at a height easily read by all persons, including persons with mobility disabilities, a notice that the following information is available upon request:

- Statement of Policies and Procedures governing the administration of the Housing Choice Voucher program, including the informal hearing process.
- Utility Allowance Schedule

The following will also be posted in the lobby of the housing administrative office:

- Notice of the status of the waiting list (opened or closed)
- Income Limits for Admission
- Fair Housing Poster
- Equal Opportunity in Employment Poster
- Any current GHA Notices
- Most recent Section Eight Management Assessment Program (SEMAP) score and designation.

2.4 STANDARD OF CARE TO THE CLIENT

GHA will accept a formal request by the family to change their Community Service Representative (CSR) assigned to their current case by doing the following:

1. The request must be in writing and provide a sound reason for the request. Examples of concerns being claimed for the reason of the requested change must be included.
2. GHA will make a determination and the response will be sent to the family in writing.
3. GHA will allow the change of a CSR three times at the most and if it is determined this is a pattern with no solutions, the family will be terminated from the program.

3 FAIR HOUSING AND EQUAL OPPORTUNITY POLICIES

GHA complies fully with all Federal, State, and local nondiscrimination laws, the Americans With Disabilities Act, and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. It is illegal to discriminate in the rental of housing, including against individuals seeking housing assistance, like the assistance provided under the HCV program.

The Fair Housing Act prohibits discrimination because of race, color, national origin, religion, sex, familial status, and disability. A variety of other federal civil rights laws, including Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act, prohibit discrimination in housing and community development programs and activities, particularly those that are undertaken with HUD funding.

These civil rights laws include obligations such as taking reasonable steps to ensure meaningful access to their programs and activities for persons with Limited English Proficiency (LEP) and taking appropriate steps to ensure effective communication with individuals with disabilities through the provision of appropriate auxiliary aids and services. Federal fair housing and civil rights laws require that HUD and GHA affirmatively further the purposes of the Fair Housing Act. This chapter explains the federal laws and HUD regulations, policies and practices that ensure GHA's compliance with its non-discrimination mandate.

3.1 MIXED-IMMIGRATION STATUS HOUSEHOLDS

It is the policy of GHA to ensure that steps are taken to ensure the administration of the HCV program is designed to aid mixed-immigration status households in accessing services. GHA's application process allows a person who is not applying for benefits for themselves, to be designated as a non-applicant. To be clear any adult member of a household:

- May apply for benefits for themselves and for others in the household.
- May apply for benefits for others in the household and not for themselves.
- Only one person in the household, regardless of age, must be a U.S. citizen or a qualified immigrant to be eligible for the program.
- An adult who does not claim program eligibility and is applying for benefits for others in the household will not be asked about their immigration status or whether they have a Social Security Number.

3.2 COMPLYING WITH CIVIL RIGHTS LAWS

GHA complies with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing, now in effect and subsequently enacted, including, but not limited to those shown in Table 1 below.

Table 1

Law	Description
Title VI of the Civil Rights Act of 1964	Forbids discrimination on the basis of race, color, or national origin.
Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)	Extends protection against discrimination based on race, color, religion, sex, national origin, handicap (disability) and familial status, and spells out forms of prohibited discrimination
Executive Order 11063; codified in 24 C.F.R. Part 107	Prohibits discrimination in federally owned or funded housing based on race, color, religion (creed), sex or national origin.
Section 504 of the Rehabilitation Act of 1973	Prohibits discrimination based on disability in all programs, services, and activities receiving federal financial assistance, requires provision of reasonable modifications and auxiliary aids and services for effective communication
The Age Discrimination Act of 1975	Prohibits discrimination based on age in programs or activities that receive federal financial assistance.
Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)	Prohibits discrimination based on disability in all programs, services, and activities of state and local government administering and operating housing program, requires provision of reasonable modifications and auxiliary aids and services for effective communication, and sets accessibility standards that apply to state and local government.
24 C.F.R. §5.105 and §5.106. Also known as the "Equal Access Rule".	Provides a determination of eligibility for housing assistance shall be made without regard to actual or perceived sexual orientation, gender identity or marital status.
Executive Order 13166	Requires that recipients of Federal financial assistance be provided meaningful access to their limited English proficiency applicants and beneficiaries.
Violence Against Women Reauthorization Act of 2013 (VAWA)	Provides housing protections for victims of domestic violence, dating violence, sexual assault, and stalking.

Law	Description
Fair Housing Act	Prohibits discrimination in covered dwellings on the basis of race, national origin, color, religion, sex, disability, and familial status. Sets forth the seven accessibility standards for covered multifamily housing and units within covered housing and provides the design and construction standards that are safe harbors for housing providers
Executive Order 13988 on the Enforcement of Fair Housing	Requires agencies to explicitly prohibit discrimination because of gender identity and sexual orientation.

3.3 NONDISCRIMINATION POLICY

All housing programs administered by GHA will be accessible and open to all eligible individuals. GHA shall not discriminate against any person in the leasing, rental, occupancy, use, or other disposition of housing or related facilities on the basis of race, color, religion, sex, marital or familial status, national or ethnic origin, ancestry, genetic information, age, disability, medical condition, source of income, gender identity, or sexual orientation.

For purposes of this policy, "sex" includes, but is not limited to, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, actual or perceived sexual orientation, gender identity, and gender expression. However, GHA may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's Form 50058.

For purposes of this policy, "familial status" includes children under the age of 18 living with or visiting parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

For purposes of this policy, "disability" includes any (1) individual with a physical or mental impairment that substantially limits one or more major life activities; (2) individual with a record of such impairment; or (3) individual who is regarded as having such an impairment.

3.3.1 Nondiscrimination Materials

GHA provides information regarding Fair Housing and non-discrimination in housing on its website, in outreach materials, posters at its office, in the individual and household briefing session and program packets, and to owners in meetings. All written information and advertisements contain the appropriate Equal Opportunity language and logo. All applicable Fair Housing Information and Discrimination Complaint Forms are available online and at the GHA office.

3.3.2 Discrimination Complaints

GHA will assist any HCV program applicant or participant, or an applicant or participant's companions or visitors, that believe they have been treated in a discriminatory manner by GHA or an owner by providing information about federal, state, or local laws and when needed, will provide assistance in completing a housing discrimination complaint form.

Housing discrimination complaints can be filed directly with HUD at the address listed below or with the Arizona Attorney General's Civil Rights Division by calling (602) 542-5263 or emailing civilrightsinfo@azag.gov.

San Francisco Regional Office of FHEO
U.S. Department of Housing and Urban Development
One Samsome Street, Suite 1200
San Francisco, CA 94104
(415) 489-6524 (800) 347-3739
TTY (415) 436-6594
ComplaintsOffice09@hud.gov

Applicants or participants who believe that they have been subject to unlawful discrimination may notify GHA either orally or in writing. Notifications made orally will be documented in writing by GHA staff to include complaint description, applicant/participant name, date, and the name of the staff person taking the complaint.

Within 10 business days of receiving the complaint, GHA will provide a written notice to those alleged to have engaged in the discrimination. GHA will also send a copy of the written notice to the complainant, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

GHA will conduct an investigation into all allegations of discrimination. Within 10 business days following the conclusion of GHA's investigation, GHA will provide the Complainant and those alleged to have engaged in the discrimination written findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted. If the parties agree to accept the recommended corrective action, GHA will monitor the parties' progress in implementing the corrective action plan until all items are completed. If the complaint cannot be resolved consensually, GHA will forward a copy of the Complaint to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

GHA will keep a record of all complaints, investigations, notices, and corrective actions.

3.3.3 Owner Nondiscrimination Requirements

As provided in the Housing Assistance Payments (HAP) contract

- The owner must not discriminate against any person on the basis of race, color, religion, sex, marital or familial status, national or ethnic origin, ancestry,

genetic information, age, disability, medical condition, or source of income in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, or gender identity.

- The owner must cooperate with GHA and HUD in conducting equal opportunity compliance reviews and compliance investigations in connection with the HAP contract.
- The owner must also comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

If GHA determines that the owner has breached the HAP by engaging in any discriminatory action, GHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. GHA will also notify the owner of such determination, including a brief statement of the reasons for the determination and may require the owner to take corrective action to remedy the discriminatory conduct, by a deadline prescribed in the notice.

3.4 PROGRAM ACCESSIBILITY

GHA will take all necessary actions to ensure the HCV program is accessible to persons with disabilities. The terms disability and a person with disabilities are used in two contexts – for civil rights protections, and for program eligibility purposes. Each use has specific definitions. When used in context of protection from discrimination or improving the accessibility of housing, the civil rights-related definitions apply (see 24 CFR § 8.3; 24 CFR § 100.201; 28 CFR §§ 35.104,108). When used in the context of eligibility under the HCV program, the program eligibility definitions apply.

Important considerations:

(1) The meaning of a person with disabilities does not exclude persons who have the disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS.

(2) The meaning of a person with disabilities does not include a person whose disability is based solely on any main dependence (for eligibility purposes).

(3) A person who qualifies as a person with disabilities also qualifies as an individual with handicaps, as defined in 24 C.F.R. § 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

3.4.1 Federal Nondiscrimination Definition of Disability

Federal nondiscrimination laws define a person with a disability to include any:

(1) individual with a physical or mental impairment that substantially limits one or more major life activities; or

(2) individual with a record of such impairment; or

(3) individual who is regarded as having such an impairment.

In general, a physical or mental impairment includes, but is not limited to, examples of conditions such as orthopedic, visual, speech, deaf or hard of hearing, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus (HIV), developmental disabilities, mental illness, drug addiction, and alcoholism.

Some impairments are readily observable, while others may be invisible. Observable impairments may include, but are not limited to, blindness or low vision, deafness or being hard of hearing, mobility limitations, and other types of impairments with observable symptoms or effects, such as intellectual impairments (including autism), neurological impairments (e.g., stroke, Parkinson's disease, cerebral palsy, epilepsy, or brain injury), mental illness, or other diseases or conditions that affect major life activities or bodily functions.

The term "major life activities" includes those activities that are important to daily life. Major life activities include, for example, walking, speaking, hearing, seeing, breathing, working, learning, performing manual tasks, and caring for oneself. There are other major life activities that are not on this list. Major life activities also include the operation of major bodily activities, such as the functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive systems.

Under regulations implementing the ADA Amendments Act of 2008 some types of impairments will, in virtually all cases, be found to impose a substantial limitation on a major life activity resulting in a determination of a disability. Such impairments are "predictably assessed" as disabilities by the very nature of the impairment as substantially limiting a major life activity or major bodily function. Examples include deafness, blindness, intellectual disabilities, partially or completely missing limbs or mobility impairments requiring the use of a wheelchair, autism, cancer, cerebral palsy, diabetes, epilepsy, muscular dystrophy, multiple sclerosis, Human Immunodeficiency Virus (HIV) infection, major depressive disorder, bipolar disorder, post-traumatic stress disorder, traumatic brain injury, obsessive compulsive disorder, and schizophrenia. This does not mean that other conditions are not disabilities. It simply means that in virtually all cases these conditions will be covered as disabilities.

In general, the definition of a "qualified individual with a disability" shall not include any participant or applicant who is currently engaging in the illegal use of drugs, when the covered entity acts on the basis of such use. However, this exclusion does not apply to an individual who has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs, or has otherwise been rehabilitated successfully and is no longer engaging in such use; is participating in a supervised rehabilitation program and is no longer engaging in such use; or is erroneously regarded as engaging in such use, but is not engaging in such use.

3.4.2 Eligibility Definition of Disabled Family

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

(1) Has a disability as defined in 42 U.S.C. § 423(d)(1); or

(2) Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes his or her ability to live independently, and is of such a nature that ability to live independently could be improved by more suitable housing conditions; or

(3) Has a developmental disability as defined in 42 U.S.C. § 15002(8) (formerly codified in 42 U.S.C. § 6001).

3.4.3 Deaf, Hard of Hearing, or Vision Impaired Persons

HUD regulations require the GHA to ensure that persons with disabilities due to hearing (deaf or hard of hearing) and vision impairments have reasonable access to programs and services [24 CFR 8.6].

GHA shall inform all applicants that all application and program materials are available in alternative forms, not just as standard printed hard copies using normal size text. Such other methods of communication may include audio files, large printed materials, Braille, American Sign Language video translations, or other electronic copies or options. The applicant will be informed of the alternative methods of accessing these materials during his/her initial contact with a representative of GHA.

Accessibility will also be ensured during any personal interactions with GHA. In public meetings or presentations, or in individual meetings with GHA staff, one-on-one assistance will be provided as needed. Additionally, a third-party representative (a friend, relative or advocate) can be authorized by the applicant/participant to receive, interpret, and explain housing materials and be present at all meetings.

3.4.3.1 Deaf or Hard of Hearing

To meet the needs of persons who are deaf or hard of hearing, GHA will ask participants and applicants their preferred method for communicating, which may include calling them on their own specialized equipment, such as videophones, captioned phones, amplified phones, or texting cellular phones, or providing emails. Primary consideration will be given to the participant or applicant's preferred method of communication. Sign language interpretation by qualified and licensed interpreters will be made available upon request. Additionally, a third-party representative (a friend, relative or advocate) can be authorized by the applicant/participant to receive, interpret, and explain housing materials and be present at all meetings.

It is GHA's responsibility to ensure effective communication with applicants and participants, including the appropriate use of interpreters. GHA will not require an

applicant or participant or their designated point of contact to bring their own interpreter for normal business.

The only exceptions are for the following situations:

(1) In an emergency involving an imminent threat to the safety or welfare of an individual or the public, an adult or minor child accompanying a person who uses sign language may be relied upon to interpret or facilitate communication only when a qualified interpreter is not available.

(2) In situations not involving an imminent threat, an adult accompanying someone who uses sign language may be relied upon to interpret or facilitate communication when a) the individual requests this, b) the accompanying adult agrees, and c) reliance on the accompanying adult is appropriate under the circumstances.

These exceptions do not apply to minor children.

GHA may not rely on an accompanying adult to act as an authorized representative to interpret when there is reason to doubt the person's impartiality or effectiveness, even in exceptional situations.

3.4.3.2 Vision Impaired

To meet the needs of persons with vision impairments, notices and brochures will be available in alternative formats such as large-print, Braille, or audio files.

3.4.4 Physical Accessibility

GHA complies with all regulations ensuring to physical accessibility for the disabled, including:

- Notice PIH 2010-26
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The design, construction, or alteration of GHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly- constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. The design and construction requirements include accessible public and common use areas, doors that are wide enough to allow passage by people using wheelchairs, accessible routes into and through the units, accessible light switches, electrical outlets, and thermostats, reinforcements in bathroom walls for grab bars and usable kitchens and bathrooms.

Physical accessibility requirements also apply to any alterations of existing housing and non-housing facilities. Under Section 504 regulations, alterations include any change in a facility or a change to its permanent fixtures or equipment. If alterations are undertaken to a multifamily housing project that has fifteen or more units and the cost of the alterations is 75 percent or more of the replacement cost of the completed facility, this

qualifies as "substantial alteration," in which all of the new construction provisions of HUD's Section 504 regulation apply. Alterations to existing facilities that do not meet this unit number and cost threshold must be accessible to the maximum extent feasible unless the physical modification amounts to an undue financial and administrative burden or a fundamental alteration of the program.

When issuing a voucher to a participant household that includes an individual with disabilities, GHA will include a current list of available physically accessible units known to GHA and will assist the individual or participant in locating an available accessible unit, if requested.

In general, even if the owner is not required under federal law to make a structural change to the unit, owners must allow the participant to make reasonable modifications to the unit if such a modification affords the participant full enjoyment of the premises. However, the owner is not required to pay for the installation of the modification to the unit or premises but will be responsible for maintenance and upkeep of modifications in common areas. The owner may require that the unit be restored to its original condition at the participant's expense once the participant vacates the unit, if the modifications will affect the housing provider's or subsequent tenant's use or enjoyment of the premises.

3.4.5 Services for Limited English Proficiency (LEP) Applicants and Participants

Language can be a barrier to accessing housing benefits and other federally funded programs. GHA is committed to providing meaningful access to its programs and services to all eligible persons, including those who have Limited English Proficiency, and will take reasonable steps to communicate with people who need services or information in a language other than English. LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. For the purposes of this policy, HCV program applicants or participant households may qualify as LEP persons. GHA offers language assistance at no cost to the LEP person.

GHA has adopted a Language Access Plan (LAP) to evaluate the needs of LEP persons. A review is conducted in even numbered years to determine if there have been any significant changes in the composition or language needs of the LEP population served by GHA. The Language Access Plan is developed using the four-factor analysis[1] outlined in federal guidance to determine if other LEP services are needed.

GHA undertakes the following activities to meet the needs of LEP applicants/participants:

- Spanish translation offered by approved GHA employees.
- Oral translation services in any other language provided through Language Line Solutions.

[1] January 22, 2007 Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice published in the Federal Register.

- Notice of the right to receive free, competent oral interpretation services is posted on the city's website, on all forms, and in the lobby of the administrative office in the primary language of the largest LEP language group (Spanish speakers).
- Written translated documents available through HUD website for Fair Housing and Lead Based Paint in Spanish and other languages that may seek access to our programs.
- Use language identification and "I speak" cards provided at www.lep.gov to inform applicants and participants of language assistance services.
- All application materials and critical program documents are available in English, Spanish, Mandarin, Vietnamese, Farsi, Arabic and Burmese. Any other necessary translations will be made using Language Line Solutions.
- Track oral interpretation needs of visitors and callers to GHA administrative offices as well as for applicants and participants to periodically assess the language assistance that is needed.

3.5 OUTREACH ACTIVITIES

HUD requires a specified percentage of extremely low-income families must be admitted to the HCV program and GHA must take steps to ensure there are a sufficient number of applicants to expend the resources that have been allotted. Extremely low-income families are defined as those families whose incomes meet the very low-income threshold (50% of area median income) and do not exceed the higher of the federal poverty line or 30% of area median income. Additionally, to provide diversity in housing choice opportunities to families, GHA strongly encourages program participation by owners of units located outside areas of poverty or minority concentration. The following activities are designed to ensure effective outreach to potential applicants/participants and rental property owners.

3.5.1 Applicant/Participant Outreach and Affirmative Marketing

GHA will conduct extensive outreach and community engagement designed to reach and serve a diverse population of low-income persons, with special attention paid to outreach for people with disabilities, elderly individuals, persons with limited English proficiency (LEP), or underserved populations. Outreach activities will be regularly re-evaluated to ensure they do not inadvertently prefer or exclude members of protected classes.

Specifically, GHA will:

- Actively seek to identify and reach underserved populations
- Utilize data regarding the LEP population to adjust communication and outreach
- Compare applicant/participant demographics to population demographics to monitor outreach performance
- Adjust outreach and communication efforts if a comparison suggests that certain populations are being underserved
- Establish partnerships with community organizations that serve the following populations:

  - Low-income households
  - LEP persons
  - Disabled populations
- Maintain a comprehensive database of community partners
- Develop and distribute collateral material to community partners designed to explain how their clients can access housing programs and services
- Engage with community partners to share program information with their clients
- Enlist support from community partners to assist clients in completing the pre-application process or to host intake workshops
- Coordinate with the Glendale Public Affairs team to develop a Strategic Marketing & Communication Plan when opening waitlists
- Seek feedback from community partners on communication strategies and collateral material to be provided in alternative formats that will address the needs of the visually impaired and LEP populations (may include Braille, large print, and audio format and will be determined based on feedback from community organizations)

To publicize the availability and nature of housing assistance, GHA will utilize the following resources when publishing information regarding our programs, opening the waitlist, and application process:

- State, local, and minority or special interest newspapers or publications
- www.glendaleaz.com and www.glendaleazlibrary.com
- Local officials, government agencies, and agencies that specifically address the needs of individuals with disabilities or underserved populations
- Community partners
- City and community partner social media channels

3.5.2 Rental Property Owner Outreach

Outreach to property owners is regularly conducted to develop interest in the HCV program and to increase the number of units available in low-poverty areas. GHA provides program information to local realtors, agents, apartment associations and any interested landlords. GHA staff will be available to make presentations about the Housing Choice Voucher Program to these groups. The outreach activities will be designed to:

- Explain how the program works.
- Explain how the program benefits owners.
- Explain owners' responsibilities under the program.
- Provide an opportunity for owners to ask questions, obtain materials, and meet GHA staff.

3.6 REASONABLE ACCOMMODATION, MODIFICATION, AUXILIARY AIDS, AND SERVICES FOR PERSONS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended is the law that prohibits disability discrimination in programs receiving HUD funds or financial assistance and is

applicable to the HCV program. GHA's policies and practices are designed to provide equal access to all applicants and participants with disabilities by providing reasonable accommodation, modification, auxiliary aids, and services necessary to accommodate a disability.

3.6.1 Non-Discrimination for Persons with Disabilities

Federal law makes it illegal for an otherwise qualified individual with a disability, because of his or her disability, to be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. An individual with a disability, who is also otherwise qualified for the program, service, or activity, is covered under Section 504. To be qualified means the individual meets the essential eligibility requirements, including, for example, income requirements for tenancy, if the program is a housing program, provided those eligibility requirements are not discriminatory and can be met with or without reasonable accommodations, reasonable modifications, or auxiliary aids and services necessary for effective communication.

3.6.2 Verification of Disability

If a person's disability is obvious, or otherwise known to the GHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required[2].

If a participant or applicant indicates that an accommodation is required for a disability that is not obvious or otherwise known to the GHA, the GHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation and it will enhance the participant or applicant's access to the GHA's programs and services.

All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 2. In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the participant or applicant who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party, family, member, or friend who is in a position to know about the individual's disability may provide verification of a disability.
- The GHA must request only information that is necessary. The GHA will not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.
- In the event that the GHA does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the GHA will

[2] Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act

dispose of it. If the information needs to be disposed, the GHA will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information[3].

3.6.3 Definitions of Reasonable Accommodation, Modification, and Auxiliary Aids and Services

3.6.3.1 Reasonable Accommodation

A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations. Please note that the ADA often refers to these types of accommodations as "modifications."

Any change in the way things are customarily done that enables a person with disabilities to enjoy housing opportunities or to meet program requirements is a reasonable accommodation. In other words, reasonable accommodations eliminate barriers that prevent persons with disabilities from fully participating in housing opportunities. Housing providers may not require persons with disabilities to pay extra fees or deposits or place any other special conditions or requirements as a condition of receiving a reasonable accommodation.

Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny persons with disabilities an equal opportunity to enjoy a dwelling or participate in the program. Not all persons with disabilities will have a need to request a reasonable accommodation. However, all persons with disabilities have a right to request or be provided a reasonable accommodation at any time.

3.6.3.2 Reasonable Modification

Under the Fair Housing Act, a reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas. Examples include the installation of a ramp into a building, lowering the entry threshold of a unit, or the installation of grab bars in a bathroom

Under Section 504, a housing provider is required to provide and pay for the structural modification as a reasonable accommodation unless it amounts to an undue financial and administrative burden or a fundamental alteration of the program. If an undue burden or fundamental alteration exists, the recipient is still required to provide any other reasonable accommodation up to the point that would not result in an undue financial

[3] Notice PIH 2010-26

and administrative burden on the particular recipient and/or constitute a fundamental alteration of the program.

3.6.3.3 Auxiliary Aids and Services

Under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, GHA is obligated to take appropriate steps to ensure effective communications with individuals with disabilities and is required to take appropriate steps that may be necessary to ensure that communications with individuals with disabilities are as effective as communications with individuals without disabilities.

Effective communication is generally provided through the use of appropriate auxiliary aids and services, such as interpreters, computer-assisted real time transcription (CART), captioned videos with audible video description, visual alarm devices, a talking thermostat, accessible electronic communications and websites, documents in alternative formats (e.g., Braille, large print), or assistance in reading or completing a form, etc.

This requirement applies to all oral, written, audible, visual, and electronic communications, including letters, notices, emails, social media, internet websites, forms, leases, rules, and other written documents and electronic media, as well as oral communications that occur in person, over the telephone, over the internet, and in interviews, meetings, training classes, hearings, and public presentations, when communicating with an individual with a disability or when such communications are expected.

Under the effective communication requirement, steps must be taken to ensure that communications are provided in the most integrated setting appropriate for the individual with a disability. It is also necessary to give primary consideration to the means of communication preferred by the individual with a disability.

3.6.4 Requesting a Disability-Related Accommodation

For purposes of this section, "disability-related accommodation" refers to any request/s for Reasonable Accommodation, Modification, or Auxiliary Aid and Service.

GHA will encourage the individual or participant/applicant to make requests for a disability-related accommodation in writing whenever possible as soon as it appears an adjustment is needed. But, if an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, service or dwelling unit is needed because of a disability, the request will be treated as a request for a disability-related accommodation, even if no formal or written request is made [4]. A disability-related accommodation may also be made by GHA or the housing provider if the need for one is obvious.

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[4] Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act

There must be an identifiable relationship, or nexus, between the request and the individual's disability. In cases where the need for the adjustment is not readily apparent or known, the participant/applicant must explain the relationship between the requested adjustment and the disability.

3.6.4.1 Examples of Disability-Related Accommodations

The types of disability-related accommodations GHA can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service. Some examples to meet the needs of persons with disabilities which can be requested by applicants or participants are included here for illustrative purposes only, this is not an inclusive list of the types of Reasonable Accommodation, Modification, and Auxiliary Aids and Services that can be provided.

- Assigning an accessible parking space for a person with a mobility impairment.
- Permitting a tenant to transfer to a ground-floor unit.
- Adding a grab bar to a tenant's bathroom.
- Permitting an applicant to submit a housing application via a different means.
- Permitting an assistance animal in a "no pets" building for a person who is deaf, blind, has seizures, or has a mental disability.
- Permitting applications and re-examinations to be completed by mail, telephone, video conference, electronically, or walk-in.
- Providing "large-print" forms or auxiliary aids, such as a sign language interpreter or documents published in Braille.
- Conducting home visits.
- Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside the GHA range) if GHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit.
- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the participant in seeking a unit.
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with GHA staff.

3.6.4.2 Special Housing Types as a Disability-Related Accommodation

GHA may permit the use of any Special Housing type if it is needed as a disability-related accommodation for persons with disabilities. The applicant/participant must demonstrate that it is needed as a disability adjustment for a person with a disability. Acceptable demonstration may include documentation from one or more knowledgeable professionals who are familiar with the applicant/participant and/or the type of special housing requested.

An example of acceptable documentation would be a letter to GHA describing how the special housing type provides the adjustment that the person is requesting. The request and documentation will be reviewed by the Housing Administrator, and a written response stating approval or disapproval will be sent to the applicant/participant as soon as possible, but at least within 10 business days of receipt of the request.

A copy of GHA's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approved by all other HUD standards and Housing Quality Standards (HQS) requirements in Accordance with 24 CFR 982, Section M, Special Housing Types.

Any of the following Special Housing Types may be used:

- Single Room Occupancy Housing
- Congregate Housing
- Group Home
- Shared Housing
- Cooperative Housing
- Manufactured Housing

3.6.5 Reviewing Disability-Related Accommodations

GHA is required to make reasonable adjustments to rules, policies, practices and procedures in order to enable an applicant or resident with a disability to have an equal opportunity to use and enjoy the housing unit, the common areas of a dwelling or participate in or access programs and activities conducted or sponsored by GHA and/or recipient. When a family member requires a policy modification to accommodate a disability, GHA must make the policy modification unless doing so would result in a fundamental alteration in the nature of its program or an undue hardship on the GHA programs.

GHA is not required to accommodate an individual with a disability by modifying a rule or policy that is required by statute. Such a change would be a fundamental alteration of a program.[5] GHA does not permit the use of medical marijuana as a reasonable accommodation, modification, or auxiliary aid and service in any of its subsidized or assisted housing programs.[6]

3.6.6 Approval/Denial of a Disability-Related Accommodation

GHA may deny a disability-related accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the adjustment. In addition, a disability-related request may be denied if providing the request is not reasonable – i.e., if it would impose an undue financial and administrative burden on GHA or it would fundamentally alter the nature of GHA's operations.

The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the request, the financial resources of GHA, the benefits that the request would provide to the requester, and the availability of alternatives that would effectively meet the requester's disability-related needs.

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[5] HUD NOTICE PIH 2010-26 (HA) https://www.hud.gov/sites/documents/10-26pihn.doc
[6] HUD General Counsel Opinions on Medical Marijuana, 2/10/2011, 12/29/2014

If GHA refuses a request on the basis that it is not reasonable, GHA will discuss with the requester whether there is an alternative that would effectively address the requester's disability-related needs without a fundamental alteration to GHA's operations and without imposing an undue financial and administrative burden. If an alternative would effectively meet the requester's disability-related needs and is reasonable, GHA must grant it.

An interactive process in which GHA and the requester discuss the requester's disability-related needs and possible alternatives is helpful to all concerned because it often results in an effective accommodation, modification, or auxiliary aid and service for the requester that does not pose an undue financial and administrative burden for the provider.[7]

If the request is to make physical modifications to an Owner's dwelling unit, the request should be made to the property owner/manager. GHA does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible. GHA may, however, grant a higher payment standard for units where property owners make physical modifications for persons with disabilities so long as the payment standard does not exceed 110% of Fair Market Rents.

GHA will provide an initial determination as to whether the requested accommodation, modification, or auxiliary aid and services can be made as soon as possible, but in no case shall the response time exceed ten (10) business days from the date the request was made verbally or in writing.

If an interactive process is used, GHA will provide a determination as to whether the requested accommodation, modification, or auxiliary aid and services can be made as soon as possible, but in no case shall the response time exceed ten (10) business days from the date of the most recent discussion or communication with the individual or participant/applicant.

If the individual or participant/applicant disagrees with GHA's final written determination, he or she may file a complaint with HUD FHEO.

[7] May 17, 2004 Joint Statement of HUD and DOJ Reasonable Accommodations Under The Fair Housing Act https://www.hud.gov/sites/dfiles/FHEO/documents/huddojstatement.pdf

4 DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

GHA is responsible for ensuring that individuals and families admitted to the HCV program meet all program eligibility requirements. This responsibility includes ensuring the eligibility of any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by GHA to confirm eligibility and determine the level of the family's assistance.

It is important to note that HUD program rules account for situations in which some family members have eligible immigration status, and some do not contend eligible immigration status. For more information, see section 5.4.

To be eligible for the HCV program:

- The applicant family must:
  - Qualify as a family as defined by HUD and GHA.
  - Have income at or below HUD-specified income limits.
  - Qualify on the basis of citizenship or the eligible immigrant status of at least one family member.
  - Provide social security number information for household members for persons who claim program eligibility as required.
  - Consent to GHA's collection and use of family information as provided for in PHA-provided consent forms.
- GHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or GHA.

This chapter contains HUD and GHA definitions of family and household members and explains initial and ongoing eligibility issues related to these members.

4.1 OVERVIEW

Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the assisted unit. This part provides information that is needed to correctly identify family and household members, and to apply HUD's eligibility rules.

4.2 FAMILY AND HOUSEHOLD [24 CFR 982.201(C), FR NOTICE 02/03/12; NOTICE PIH 2014- 20]

The terms *family* and *household* have different meanings in the HCV program.

4.2.1 Family

To be eligible for assistance, an applicant must qualify as a family. *Family as* defined by HUD includes, but is not limited, individual persons and a group of persons residing together, regardless actual, or perceived sexual orientation, gender identity, marital

status, age, or disability. Such group includes, but is not limited to, a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a single person who is a youth, a family with a member who is a person with a disability, a family that meets HUD's definition of a disabled family, a displaced family, or the remaining member of a tenant family. GHA has the discretion to determine if any other group of persons qualifies as a family.

GHA Policy

- Each family must identify the individuals to be included in the family at the time of application, and must notify GHA if the family's composition changes.
- A family also includes two or more individuals who not related by blood, marriage, adoption, or other operation of law but who either can demonstrate that the individuals have lived together previously, or certify that each individual's income and other resources will be available to meet the needs of the family.

4.2.2 Household

Household is a broader term that includes additional people who live in an assisted unit with GHA's permission, but do not receive federal housing assistance. Examples include, but are not limited to live-in aides, foster children, foster adults, and ineligible persons.

4.3 FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY

4.3.1 Family Break-up [24 CFR 982.315; Notice PIH 2017-08]

Except under the following conditions, GHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, GHA must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, and stalking, see section XXX of this plan.)
- In accordance with Notice PIH 2017-08, for HUD–Veterans Affairs Supportive Housing (HUD–VASH) vouchers, when the veteran is the perpetrator of domestic violence, dating violence, sexual assault, or stalking, the victim must continue to be assisted. Upon termination of the perpetrator's HUD–VASH voucher, the victim should be given a regular HCV if one is available, and the perpetrator's HUD–VASH voucher should be used to serve another eligible family. If a regular HCV is not available, the victim will continue to use the HUD–VASH voucher, which must be issued to another eligible family upon the voucher's turnover.
- If a court determines the disposition of property between members of the assisted family, GHA is bound by the court's determination of which family members continue to receive assistance.

GHA POLICY

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while receiving assistance, only one of the new families will continue to be assisted.

In the absence of a judicial decision, or an agreement among the original family members, GHA will determine which family retains their placement on the waiting list or will continue to receive assistance. In making its determination, GHA will take into consideration the following factors:

- Which family member applied as head of household or co-head.
- The interest of any minor children, including custody arrangements.
- The interest of any ill, elderly, or disabled family members.
- The interest of any family member who is the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse.
- Any possible risks to family members as a result of domestic violence or criminal activity.
- The recommendations of social service professionals.

4.3.2 Remaining Member of a Tenant Family [24 CFR 5.403]

The HUD definition of family includes the *remaining member of a tenant family,* which is a member of an assisted family who remains in the unit when other members of the family have left the unit.

Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only "remaining members of a tenant family" and there is no family member able to assume the responsibilities of the head of household, see Section 8.7, for the policy on "Caretakers for a Child."

4.4 HEAD OF HOUSEHOLD [24 CFR 5.504(B)]

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills its responsibilities under the program, alone or in conjunction with a cohead or spouse.

GHA Policy

The family may designate any qualified family member as the head of household.

The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

4.5 SPOUSE, CO-HEAD, AND OTHER ADULT

A family may have a spouse or cohead, but not both [HUD-50058 IB, p. 13].

Spouse means the marriage partner of the head of household.

A *cohead* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse.

A family can have only one cohead.

Other adult means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

GHA Policy

A *marriage partner* includes the partner in a "common law" marriage as defined in state law. The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

Minors who are emancipated under state law may be designated as a cohead.

4.6 DEPENDENT [24 CFR 5.603]

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, cohead, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a dependent allowance.

4.6.1 Joint Custody of Dependents

GHA Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or re-examination will be able to claim the dependents. If there is a dispute about which family should claim them, GHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the

child for income tax purposes, school records, or other credible documentation acceptable to GHA

4.7 FULL-TIME STUDENT [24 CFR 5.603, HCV GB P. 5-29]

A full-time student (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

Identifying each FTS is important because (1) each family member that is an FTS, other than the head, spouse, or cohead, qualifies the family for a dependent allowance and (2) the earned income of such an FTS is treated differently from the income of other family members.

4.8 ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100 AND 5.403]

4.8.1 Elderly Persons

An *elderly person* is a person who is at least 62 years of age.

4.8.2 Near-Elderly Persons

A *near-elderly person* is a person who is at least 50-61 years of age.

4.8.3 Elderly Family

An *elderly family* is one in which the head, spouse, cohead, or sole member is an elderly person. Identifying elderly families is important because elderly families qualify for the elderly family.

4.9 PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403]

4.9.1 Persons with Disabilities

Under the HCV program, special rules apply to persons with disabilities and to any family whose head, spouse, or cohead is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in the Glossary. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

As discussed in Chapter 3, GHA must make all aspects of the HCV program accessible to persons with disabilities and consider reasonable accommodations when a person's disability limits their full access to the program or GHA's services.

4.9.2 Disabled Family

A *disabled family* is a family whose head, spouse, co-head, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. Identifying disabled families is important because these families qualify for the disabled family allowance.

Even though persons with drug or alcohol dependencies are considered persons with disabilities , this does not prevent GHA from denying assistance for reasons related to alcohol and drug abuse in accordance with the policies found in Chapter 5, or from terminating assistance in accordance with the policies in Chapter 18.

4.10 GUESTS AND UNAUTHORIZED OCCUPANTS [24 CFR5.100]

A *guest* is a person temporarily staying in the unit with the consent of a member of the household who has expressed or implied authority to provide consent on behalf of the tenant. *[24 CFR 5.100*] A guest is a temporary visitor of the tenant's and should not be confused with an unauthorized occupant. Additionally, a guest is not a party to the lease agreement. The tenant must comply with the lease agreement at all times as it relates to guests.

An *unauthorized occupant* is a person who, with the consent of a tenant, is staying in the unit, but is not listed on the lease documents or approved by the owner to dwell in the unit. An owner must follow State or local law regarding an unauthorized occupant and establish an equitable and consistent policy and incorporate that policy into the tenant's lease agreement including notification requirements

GHA will allow a guest to remain in the assisted unit no longer than a total of 30 days in any 12-month period if allowed under the terms of the lease agreement or if provided with written permission from the landlord and the CSR

The family in tenancy that allows an unauthorized occupant to reside in their unit is not in compliance and may be subject to termination of tenancy. Some examples of unauthorized occupants include:

- Use of the unit address as the guest's current residence for any purpose that is not temporary or has the landlord's consent shall be construed as permanent residence.
- Persons that have joined the household without properly notifying GHA.
- Persons that stay in the unit beyond an authorized period.
- A person (often a relative) that came to the unit as an extended visitor because the resident needed support, for example, after a medical procedure but stayed on in the unit beyond the time needed by the resident.

The burden of proof that the individual is a guest rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and GHA may terminate assistance unless the family in tenancy makes notice of a household composition change or request for reasonable accommodation.

4.10.1 Extended Visitation Requests

Requests for guest stays longer than 30 days will be treated as a request for reasonable accommodation. Requests for guest stays longer than 30 days that are not necessary because of a disability may be approved by the Housing Program Administrator only if allowed by the owner and the tenant will be required to provide their request in writing explaining the need and duration of the extended visit.

4.10.2 Visiting Children

Children who are subject to a joint custody arrangement, or for whom a family has formal or informal visitation privileges (for example grandchildren visiting over the summer), that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above.

4.11 FOSTER CHILDREN AND FOSTER ADULTS

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609(c)(2)].

The term *foster child* is not specifically defined by the regulations.

Foster children and foster adults that are living with an applicant or who have been approved by GHA to live with a participant family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603 and HUD-50058 IB, p. 13].

GHA Policy

A *foster child* is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of HQS space standards according to 24 CFR 982.401.

Children that are temporarily absent from the home as a result of placement in foster care.

4.12 ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

4.12.1 Definitions of Temporarily and Permanently Absent

GHA Policy

Generally, an individual who is or is expected to be absent from the assisted unit for less than 30 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 30 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

4.12.2 Absent Students

GHA Policy

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to GHA indicating that the student has established a separate household, or the family declares that the student has established a separate household.

4.12.3 Absences Due to Placement in Foster Care [24 CFR 5.403]

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

GHA Policy

If a child has been placed in foster care, GHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

4.12.4 Absent Head, Spouse, or Cohead

GHA Policy

An employed head, spouse, or cohead absent from the unit up to a maximum of 180 consecutive days due to employment will continue to be considered a family member.

A head, spouse, or cohead who is absent from the unit because of a military deployment or active service will continue to be considered a family member.

4.12.5 Family Members Permanently Confined for Medical Reasons [HCV GB, p. 5-22]

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22].

GHA Policy

GHA will request verification of the family member's permanent absence from a responsible medical professional . If the responsible medical professional cannot provide a determination, the person will be considered temporarily absent. If the family certifies

that the family member is confined on a permanent basis, they may present, and GHA will consider, any additional documentation or evidence.

4.12.6 Return of Permanently Absent Family Members

GHA Policy

The family must request GHA approval for the return of any adult family members that GHA previously determined to be permanently absent. The individual is subject to the eligibility and screening requirements.

4.13 LIVE-IN AIDE

The definition of a live-in aide is recorded in 24 CFR Section 5.403 which states that a live-in aide is a person who resides with one or more elderly persons, near-elderly persons or persons with disabilities and who is: (1) determined to be essential to the care and well-being of the persons; (2) is not obligated for the support of the persons; and (3) would not be living in the unit except to provide the necessary supportive services. It should be noted that the definition applies to a specific person. In accordance with this definition, a live-in aide is not a member of the assisted family and is not entitled to the HCV as the remaining member of the tenant family.

GHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

The income of a live-in aide is not counted in the calculation of annual income for the family [24 CFR 5.609(c)(5)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide.

GHA Policy

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near- elderly, or disabled family member.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

Live-in aides are subject to the same background screening requirements as participants, see Section 5.4.3 including consideration of special circumstances. GHA may withdraw approval of a particular person as a live-in aide if any of the following occur after being approved as a live-in aide [24 CFR 982.316(b)]:

- The person is convicted of fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- The person is convicted of drug-related or violent criminal activity.

- Is found to have outstanding arrest warrant for drug-related or violent criminal activity that is not cured within 30 days after being notified of such.
- The person is found to owe rent or other amounts to GHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Should GHA deny a request for or withdraw approval of a live-in aid as a result of background screening, the tenant may request an exception as a reasonable accommodation which will be processed in accordance with Section 3.6.

GHA will notify the family of its decision in writing as soon as possible but in no case shall the response time exceed 10 business days from the time the request and all required documentation related to the request for a live-in aide are received.

Occasional, intermittent, multiple, or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances [PIH 2014-25].

5 ELIGIBILITY FOR ADMISSION (§982.201)

Applicants must meet certain eligibility requirements to be admitted as a participant in the HCV program as required by HUD and established by GHA. This section outlines the criteria used to evaluate the eligibility of applicants who apply for assistance.

As with all areas of program administration, when determining family/household eligibility, GHA complies with all Federal, State, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment.

GHA will provide persons applying for assistance the opportunity to explain their circumstances, furnish additional information if required, and receive an explanation of the basis for any decision regarding their eligibility.

There are four factors that must be considered when determining eligibility for the HCV program. Each factor is summarized in detail below:

1. Family/Household eligibility
2. Income eligibility
3. Special eligibility for students not living with a parent
4. At least one household member is a citizen, national, or noncitizen with eligible immigration status eligibility.

In addition to these factors, there are additional screening standards established by GHA that are also described in this section.

5.1 FAMILY ELIGIBILITY REQUIREMENTS

Each applicant for assistance under the HCV program must meet HUD's definition of family as defined in Chapter Income Eligibility

HUD establishes income limits by family/household size for the area in which each PHA is located. These income limits are used to determine eligibility for the program and are published annually in a HUD Notice and are generally effective on the date of publication.

To be eligible for the program a family/household must meet one of the following conditions at the time the family/household initially receives assistance under the HCV program:

1. Very low income (generally 50% of area median income); or
2. Low-income (generally 80% of area median income) and meet one of the following additional criteria:
    a) Continuously assisted under the public housing, housing choice voucher, project-based rental assistance, or other housing program under the Housing Act of 1937. Non-purchasing households in the following

homeownership programs: HOPE 1, HOPE 2, or other HUD-assisted multifamily home ownership programs covered under 24 CFR § 284.173.

b) Displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on "eligible low-income housing," as defined in 24 CFR § 248.101. Note that these displaced families are also eligible if they have moderate income (between 80 and 95 percent of median area income).

c) A low-income family/household that meets additional eligibility criteria specified by GHA local preferences, see Section 7.2.

5.1.1 Applying Income Limits

Annual Income is compared to the applicable income limit to determine eligibility. A household's income must be within the income limits for GHA at the time the family/household receives a voucher to search for housing. Income limits apply only at admission and are not a factor in ongoing program eligibility; however, as income increases the assistance will decrease.

Families who are moving into GHA's jurisdiction under portability and have the status of applicant rather than of participant at their initial GHA, must meet the income limit for GHA. The initial PHA is responsible for this determination in accordance with PIH Notice 2004-12.

Families who are moving into GHA's jurisdiction under portability and are already program participants do not have to meet the income eligibility requirement for GHA program.

Income eligibility does not apply to families who have already been issued a voucher and are transferring to a new unit in Glendale.

A family/household currently receiving assistance under another 1937 Housing Act program is considered program eligible for any other housing assistance program under the 1937 Housing Act.

5.2 SPECIAL ELIGIBILITY FOR STUDENTS

Students at institutions of higher education who will not reside with their parents must meet additional eligibility criteria. These rules apply regardless of whether the student is considered a full-time or a part-time student.

Assistance shall only be provided to students who are otherwise eligible for the program and meet at least one of the following criteria. The student:

- Is under 24 years of age or older.
- Is a veteran of the United States military.
- Is married.
- Has a dependent child.
- Is a person with disabilities (as defined in Section 3.6.1) who was receiving HCV assistance as of November 30, 2005.

- Is a graduate or professional student.
- Is individually income eligible and the student's parents are individually or jointly income eligible.
- Is an independent student, defined as:
    a) The individual is 24 years of age or older by December 31 of the award year.
    b) The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care or a ward of the court at any time when the individual was 13 years of age or older.
    c) The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence.
- Or, is classified as a Vulnerable Youth. A student meets HUD's definition of Vulnerable Youth when the individual has been verified during the school year in which the application is submitted as either an "unaccompanied youth" who also falls within the definition of "homeless children and youths" (as such terms are defined in Section 725 of the McKinney-Vento Homeless Assistance Act), or as unaccompanied youth (as defined in Section 725 of the McKinney-Vento Homeless Assistance Act), who are at risk of homelessness and self-supporting, by:
    a) A local educational agency homeless liaison designated pursuant to the McKinney-Vento Homeless Assistance Act.
    b) The director of a program funded under the Runaway and Homeless Youth Act or designee of the director.
    c) The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director or
    d) A financial aid administrator.
- Or, the individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances where the student can demonstrate independence from parents, the absence of parents, or where an examination of the student's parents' income may not be relevant.

For purposes of the student eligibility restrictions, the term "parents" means the biological or adoptive parents, or legal guardians. The individual must also:

- Be of legal contract age under state law.
- Establish a household separate from parents or legal guardians for at least one year prior to application for occupancy.
- Meet the U.S. Department of Education's definition of an ''independent student.'' Section 480(d) of the Higher Education Act of 1965, as amended (the HEA), 20 U.S.C. 1087vv(d).
- Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.

5.2.1 Student Income Eligibility

If an individual is enrolled as a student at an institution of higher education, is under the age of 24, not a veteran, not married, is not a person with disabilities who was receiving assistance on November 30, 2005, and does not have a dependent child, in order to be eligible for assistance, the student must be individually eligible to receive assistance and the student's parents (the parents individually or jointly) must be income eligible to receive assistance unless the student can demonstrate his or her independence from parents.

To determine whether a student is independent for purposes of using the student's income alone for determining income eligibility GHA will:

- Review and verify previous address information to determine evidence of a separate household.
- Verify the student meets the U.S. Department of Education's definition of ''independent student''.
- Review a student's prior year income tax returns to verify the student is independent or verify the student meets the U.S. Department of Education's definition of ''independent student''.

An "independent student" is defined as:

1. The individual is 24 years of age or older by December 31 of the award year.
2. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age of older.
3. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence.
4. The individual is a veteran of the Armed Forces of the United States (as defined in subsection c)(1) of HEA) or is currently serving on active duty in the Armed Forces for other than training purposes.
5. The individual is a married individual.
6. The individual has legal dependents other than a spouse.
7. The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by:
    a) A local educational agency homeless liaison designated pursuant to section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act.
    b) The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director.
    c) The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director.

d) A financial aid administrator.

8. The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

5.2.2 Prohibition on Assistance to Noncitizen Students

Noncitizen students, even those with eligible immigration status for purposes of HUD's financial assistance, are not eligible to receive housing assistance. A noncitizen student is a bona fide student who:

- Is pursuing a course of study in this country;
- Has a residence in another country outside of the United States that the person has no intention of abandoning; and
- Is admitted to this country temporarily, solely for the purpose of studying.

When a noncitizen student is accompanied by a noncitizen spouse and/or noncitizen minor child/ren, those family/household members are also ineligible for assistance. If the noncitizen student and noncitizen spouse have citizen children, the whole family/household is still ineligible for assistance. However, if a non-citizen student has a citizen spouse, the citizen spouse and children if any, would be eligible for assistance. In that case, assistance would be prorated to ensure that assistance goes only to those family/household members with eligible immigration status.

5.3 CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS (§5.506)

To be eligible for Federal housing assistance, at least one member of the household must be a U.S. citizen or have a qualifying immigration status. The eligible person does not have to be the person completing the application and the eligible person is not required to be an adult. A family in which some family members have eligible immigration status, and some do not contend eligible immigration status, is called a mixed-status family/household. Mixed-status families/households receive prorated assistance based on the percentage of family/household members who qualify for assistance. An ineligible adult applying for benefits on behalf of an eligible person will be included as an ineligible household member.

5.3.1 Qualifying Immigration Statuses

An individual who is not a U.S. citizen or national who is a resident of the U.S. and has any of the following immigration statuses is eligible for assistance:

- A non-citizen lawfully admitted for permanent residence as an immigrant (includes special agricultural workers granted lawful temporary resident status and noncitizens that indicate they have satisfactory immigration status, such as VAWA self-petitioners, whose verification of eligibility or appeal of a determination as to permanent residence is pending with DHS).
- A non-citizen who entered the United States before 1/1/72 (or such later date as enacted by law) and:
    - Has continuously maintained residence in the U.S. since then; and

- Is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General.

- A non-citizen who is lawfully present in the United States as a result of:
  - Refugee status, including:
    1) Those granted Temporary Protective Status (TPS) under the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386) (section 207 of the Immigration and Nationality Act (INA)) – these families have a "T" visa; or
    2) The granting of asylum (which has not been terminated (section 208); or
    3) The granting of conditional entry (section 203 (a)(7)) prior to 4/1/80 because of persecution of fear on account of race, religion, or political opinion, or because of being uprooted by catastrophic national calamity.
- A non-citizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest (section 221(d)(5)) (e.g., parole status).
- A non-citizen who is lawfully present in the United States as a result of the Attorney General's' withholding deportation (section 243(h)) (threat to life or freedom).
- A non-citizen lawfully admitted for temporary or permanent residence (245A) (amnesty granted).
- An alien who is lawfully residing in the United States and its territories and possessions under section 141 of the Compacts of Free Association between the Government of the United States and the Governments of the Marshall Islands, the Federated States of Micronesia (48 U.S.C. 1901 note) and Palau (48 U.S.C. 1931 note) while the applicable section is in effect: Provided, That, within Guam any such alien shall not be entitled to a preference in receiving assistance under this Act over any United States citizen or national resident therein who is otherwise eligible for such assistance.

5.3.2 Documentation of Citizenship or Immigration Status

For each family member who contends that he or she is a U.S. citizen or a noncitizen with eligible immigration status, the family must submit to GHA a written declaration, signed under the penalty of perjury, declaring whether he or she is a U.S. citizen or a noncitizen with eligible immigration status[8]. For children, the declaration must be signed by an adult residing in the assisted dwelling unit who is responsible for the child[9].

If one or more members of a family elect not to contend that they have eligible immigration status, and other members of the family establish their citizenship or eligible immigration status, the family may be eligible for prorated assistance despite the fact that no declaration or documentation of eligible status is submitted for one or more members of the family. The family, however, must identify in writing to GHA, the family

[8] 24 CFR 5.508(c)
[9] 24 CFR 5.508(c)(ii)

member (or members) who will elect not to contend that he or she has eligible immigration status[10].

5.3.2.1 Evidence of Citizenship or Eligible Immigration Status[11]

Each family member claiming program eligibility, regardless of age, must submit the following evidence to GHA:

(1) For U.S. citizens or U.S. nationals, the evidence consists of a signed declaration of U.S. citizenship or U.S. nationality. The responsible entity may request verification of the declaration by requiring presentation of a United States passport or other appropriate documentation, as specified in HUD guidance.

(2) For noncitizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on September 30, 1996 or applying for assistance on or after that date, the evidence consists of:

(i) A signed declaration of eligible immigration status; and

(ii) Proof of age document.

(3) For all other noncitizens, the evidence consists of:

(i) A signed declaration of eligible immigration status;

(ii) One of the INS documents referred to in §5.510; and

(iii) A signed verification consent form.

Documentation must be submitted by the time of the eligibility determination. Once documents have been submitted and verified for an individual, citizenship documentation for that individual will not need to be collected again. Household members who do not provide the required evidence of citizenship or eligible immigration status will be considered ineligible.

5.3.2.2 Extensions

GHA must provide an extension of up to 30 days to submit evidence of eligible status if the family/household submits the declaration of eligible immigration status and certifies that the family needs more time because the required evidence is temporarily unavailable. To obtain an extension, the family/household must also certify that prompt and diligent efforts will be undertaken to obtain the evidence.

Upon determining if the extension request meets the requirements, GHA must inform the family, in writing, whether its request for a time extension has been granted or denied. If

[10] 24 CFR 5.508(e)
[11] 24 CFR 5.508(b)

granted, the notice must state the specific period of the extension. If the extension request is denied, the notice must explain the reasons for the denial.

5.3.3 Verification of Eligible Immigration Status

GHA is required to verify eligible immigration status of at least one household member through the U.S. Citizenship and Immigration Service (CIS). GHA may not admit any individual prior to receiving the required documentation described in Section 5.3.2.1. above.

5.3.3.1 Primary Verification Method

GHA will conduct primary verification of eligible immigration status for at least one household member through the CIS automated system, Systematic Alien Verification for Entitlements (SAVE).

5.3.3.2 Secondary verification method

If the primary verification system does not confirm eligible immigration status for at least one household member, or if the primary verification system verifies immigration status that is ineligible for assistance GHA must attempt secondary verification by requesting a manual record check by CIS within 10 days of receiving results of the primary verification. To request secondary verification, the GHA will forward photocopies of the original required documents with the form G-845S Document Verification Request or such other form specified by the.

If secondary verification fails, GHA must notify the family/household in writing to include:

- A statement that financial assistance will be denied or terminated and the justification;
- Notification that the family may be eligible for prorated assistance if it is a mixed-status family;
- In the case of a currently assisted household, the procedures for requesting proration of assistance;
- The right to appeal the results of the secondary verification to the CIS and how to appeal; and
- The right to request an informal hearing from the GHA in lieu of or after a CIS appeal

5.3.3.3 CIS Appeals Process

GHA must notify the family in writing if the secondary verification process does not confirm eligible immigration status for at least one household member. The notice must indicate whether assistance will be delayed, denied, or terminated and inform the family of the right to file an appeal with the CIS.

If the family wants to exercise its right of appeal with the CIS, the family must submit a written request for an appeal to the CIS within 30 days of the date of the GHA notification. The family must also take the following steps:

- Include with the appeal request a cover letter and any support documentation as well as a copy of the verification request form (CIS Form G-845S) which was submitted by GHA for the secondary verification request;
- Provide GHA with a copy of the request for appeal with the CIS and proof of mailing (e.g., USPS Certified Mail ©, a service that provides the sender with a mailing receipt); and
- Provide any additional documentation that the CIS may request.

Within 30 days the CIS must render its decision to the family and forward a copy to GHA (or provide notice of the reasons for any delay).

5.3.3.4 Delay, Denial, or Termination of Assistance

GHA will not delay, deny, or terminate assistance to an applicant or participant on the basis of ineligible immigration status of a family member if any of the following circumstances apply:

- At least one person in the household is a U.S. citizen or an eligible noncitizen who has been verified by CIS;
- The family has submitted the required documents to GHA in a timely manner, but the primary and secondary verification processes has not been completed;
- The family member whom the GHA has not determined eligible moves out of the household;
- The CIS appeals process has not been completed;
- Assistance is prorated, and the family is not receiving assistance for the family member(s) whose eligible immigration status has not been verified; or
- For a program participant, the informal hearing process is not complete.

Assistance must be denied or terminated when:

- The family has not submitted the declaration of citizenship or eligible immigration status for at least one household member and appropriate documentation by the specified deadline or any extension;
- The family has submitted required documentation, but CIS primary and secondary verification do not verify immigration status and the family does not pursue CIS or GHA appeal;
- The family has submitted required documentation, but CIS primary and secondary verification do not verify immigration status, and CIS or GHA appeal is pursued but decision(s) are rendered against the family; or
- GHA determines that a family has knowingly permitted an ineligible person to live in the assisted unit. In this case, GHA must terminate assistance for at least 24 months. This does not apply if the ineligibility of the ineligible individual at issue was considered in calculating any proration of assistance provided for the family.

5.4 SCREENING AND OTHER REQUIREMENTS AT ADMISSION

Participant families/households are required to provide information required by HUD and GHA when requested, and to cooperate in efforts to verify the information provided. For

applicant families, documents establishing eligibility must be no more than 60 days old on the date of initial voucher issuance. Verification time limits do not apply to permanent documents such as birth certificates and citizenship declaration forms.

5.4.1 Information Release Forms

GHA must require all adult applicants and participants (age 18 and over, as well as heads, co-heads, and spouses, regardless of age), to sign the HUD-9886 Authorization for the Release of Information/Privacy Act Notice (form HUD-9886) as a condition for admission and continued assistance. The form is valid for 15 months from the date of signature and must be signed at each regularly scheduled re-examination.

Once signed, the form provides authorization for HUD and GHA to do any of the following:

- Obtain any information necessary from State Wage Information and Collection Agencies (SWICAs) to verify information provided at the time of application or recertification, this authorization includes accessing HUD's Enterprise Income Verification System (EIV).
- Verify income information with previous and current employers that is pertinent to eligibility or level of assistance.
- Obtain information from financial institutions concerning unearned income.
- The form also permits HUD to request income tax return information from the IRS and Social Security Administration (SSA) to verify income related to eligibility or level of assistance.

5.4.2 Social Security Number Documentation (Also See Section 10.3, PIH 2015-5, PIH 2015-6)

GHA must require applicants and program participants to disclose and document the Social Security Numbers (SSNs) of all family members who claim program eligibility as a condition of admission and continued assistance, except persons who do not claim program eligibility. This process occurs only one time for each family member, unless a family member has been issued a new SSN or the Social Security Administration has determined that a previously disclosed SSN was invalid.

Acceptable Social Security Number Documentation includes any of the following:

- An original SSN card;
- An original document issued by the SSA that shows the person's name and SSN (SSA award letter, Medicare card, etc.); or
- An original document issued by a federal, state, or local government agency that contains the name and SSN of the individual (unemployment insurance printout, welfare, or Medicaid documents, etc.).

If the documents are not original, they appear to be forged, or if the original document is altered, mutilated or not legible, GHA may reject these documents and must explain to the family/household why the document is not acceptable and request that alternative documentation be provided.

GHA will submit the SSN for each household member who claims program eligibility to HUD through the IMS/PIC system and must validate the SSNs through EIV, which will generate an error message when any SSN does not match the SSA's database.

Once the individual's identity verification status is classified as Verified, GHA may, at its discretion, remove and destroy the copy of the documentation of SSN.

If a member of an applicant family/household claiming program eligibility indicates they have a Social Security Number, but cannot readily verify it, the family/household cannot be assisted until verification is provided. The family/household will be given up to 30 business days to provide the information and may request an extension.

If the Social Security Number of each household member claiming program eligibility is not provided within 30 business days and the family/household has not requested an extension of time by notifying GHA (preferably in writing), the family/household will be returned to the waiting list. If upon the next eligibility screening, the family/household still cannot readily provide SSNs for members claiming program eligibility, the family/household will be removed from the waiting list.

5.4.2.1 Assignment of new SSN.

If the applicant or any applicant family member has been assigned a new SSN, the verification documentation must be submitted at either the time of receipt of the new SSN; or no later than 90 days from the date assistance begins, whichever comes first. If an individual fails to provide the verification within the time allowed, the assistance will be denied/terminated. GHA may grant one 90-day extension period if GHA determines the failure to comply was due to circumstances beyond the applicant's control and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

5.4.2.2 Adding Family Members at Eligibility SSN

If the new family member became a member of the household within six (6) months prior to the date of admission, and is under the age of six and has not been assigned a Social Security Number, GHA will add the family member to the household, and the family shall have ninety (90) calendar days after starting to receive assistance to provide a complete and accurate Social Security Number. GHA shall grant one ninety (90) day extension for newly-added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person or for a minor, the head of household. If the family fails to provide the verification within the time specified, GHA will terminate the family's assistance.

Participant/Applicant may request to add or remove household/family members during the wait list eligibility process if the family's composition has changed. Eligibility determination will be based on family composition and household income at the time of processing.

5.4.3 Background Screening

GHA is required to conduct criminal background screenings to determine if any household member is subject to a lifetime sex offender registration requirement for all states in which the household members are known to have lived. GHA is also required to obtain a criminal background check at the request of the owner and to utilize the Debts Owed to PHAs & Terminations Report to identify any previous evictions that may be cause for denial of admission.

In order to obtain access to the records GHA must require every applicant family/household (including live-in aides) to submit a consent form signed by each adult household member [24 CFR 5.903]. GHA may not pass along to the applicant the costs of a criminal records check.

GHA may deny admission based on criminal convictions if a family member has engaged in violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents within the past 24 months; or drug-related criminal activity within the past 12 months. GHA will not consider arrest records at all in making any housing-related decisions such as admissions, terminations, or evictions.

If the person denied is other than the head of household, the applicant family/household will have the option of removing the person from the household. If the person is the head of household and a co-head is not available to replace the head of household, GHA will deny admission and remove the family/household from the waiting list.

If GHA proposes to deny admission based on a criminal conviction record, GHA must notify the household of the pending denial action as described in Section 6.8 and provide an opportunity to address and present mitigating circumstances regarding criminal backgrounds or dispute the accuracy and/or relevance of the information or prior to admission decisions [24 CFR 5.903(f) and 5.905(d)]. A copy of the criminal conviction record must be provided to the head of household and to the subject of the record (if different). If the family disputes the record, GHA may request a fingerprint card to verify information from the National Crime Information Center (NCIC). If the family does not dispute the record, or if the family disputes the record and GHA does not agree, the regular denial notice is sent.

5.4.3.1 Mandatory Denial Criteria

GHA is required to deny assistance if any of the following apply to any household member or live-in aide:

- Has been evicted from federally assisted housing in the last 3 years for drug-related criminal activity unless provided with evidence that the household member who engaged in the activity has been successfully rehabilitated, or the circumstances no longer exist (because, for example, the household member is deceased or incarcerated);

- Is currently illegally using a controlled substance or such household member's illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, is determined by GHA to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. GHA may consider whether such household member has taken steps to rehabilitate or has been rehabilitated and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
- Has had a criminal conviction for the production or manufacture of methamphetamine on the premises of federally assisted housing; or
- Is subject to a lifetime registration requirement under a state sex offender registration program.

5.4.3.2 Additional Denial Criteria

Additionally, GHA is authorized to establish discretionary admission criteria. It is the policy of GHA to deny assistance to a family/household if there is evidence of any of the following:

a. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
b. Fail to complete any aspect of the application or lease execution process;
c. Have, as a resident in a public housing program, failed to complete the public housing Community Service requirement and have not timely cured that deficiency. (See Section 14.7, Opportunity to Cure, for applicants who left public housing through non-renewal for failure to complete the community service requirement.)
d. The family/household does not provide information that GHA or HUD determines is necessary in the administration of the program.
e. Any family/household member has been evicted from federally assisted housing in the last three years for other than drug-related activity.
f. Any family/household member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
g. The family/household owes rent or other amounts to any PHA in connection with the HCV program or other public housing assistance under the 1937 Act unless the family repays the full amount of the debt prior to being selected from the waiting list.
h. If the family/household has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, unless the family repays the full amount of the debt prior to being selected from the waiting list.
i. The family/household has breached the terms of a repayment agreement entered into with GHA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being selected from the waiting list.
j. A family/household member has engaged in or threatened violent or abusive behavior toward GHA personnel. Abusive or violent behavior includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered

abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

k. Any applicant household/family member uses medical marijuana, even if a State of Arizona medical marijuana card is issued to that person. (See HUD legal opinion dated January 20, 2011, "Medical Use of Marijuana and Reasonable Accommodation in Federal Public and Assisted Housing").
l. If a household/family member appearing on the application has had a conviction for drug-related criminal activity within the past 12 months or has an outstanding arrest warrant for same that cannot be cured or resolved within 30 days.
m. If a household/family member appearing on the application has had a conviction for violent and other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents within the past 24 months or has an outstanding arrest warrant for same that cannot be cured or resolved within 30 days.

5.4.3.3 Consideration of Circumstances [24 CFR 982.552(c)(2)]

HUD authorizes PHA's to consider all relevant circumstances when deciding whether to deny assistance based on a family's history except in the situations for which denial of assistance is mandatory (see Section 4.5.3.1). GHA will consider the following facts and circumstances prior to making an eligibility determination related to discretionary denial criteria:

a. Whether an applicant's conviction record bears a relationship to the safety and security of other residents.
b. The level of violence, if any, of the offense for which an applicant was convicted.
c. The seriousness of the case, especially with respect to how it would affect other residents' safety or property.
d. The effects that denial of assistance may have on other members of the family who were not involved in the action or failure to act.
e. The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or is a victim of domestic violence, dating violence, sexual assault, or stalking.
f. The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future.
g. The extent to which the individual has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action.
h. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs
i. Whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully.

5.4.3.4 Removal of a Family Member's Name from the Application [24 CFR 982.552(c)(2)(ii)]

Should GHA's screening process reveal that an applicant's household includes an individual that is subject to mandatory or discretionary denial of assistance, a family/household may agree to remove the culpable family member from the application as a condition of receiving assistance. In such instances, the head of household must certify that the family member will not be permitted to reside in the assisted unit. After admission to the program, the family must present evidence of the former family member's current address upon GHA's request.

5.4.3.5 Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]

If the family includes a person with disabilities, GHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, GHA will determine whether the behavior is related to the stated disability. If so, upon the family's request, GHA will determine whether admitting the family as a reasonable accommodation is appropriate. GHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance. See Chapter 3 for a discussion of reasonable accommodation.

5.4.3.6 Additional screening is the responsibility of the owner [24 CFR 982.307]

GHA has no liability or responsibility to the owner for family/household's behavior, will not conduct additional screening to determine an applicant family/household's suitability for tenancy, and will inform owners of their responsibility to screen prospective tenants. GHA will provide owners with the required known name and address information, at the time of the initial HQS inspection or before. GHA will not provide any additional information to the owner, such as tenancy history or criminal history. GHA will give the same types of information to all families and to all owners (§982.307(b)(3)).

An owner may consider a family's history with respect to factors such as payment of rent and utilities, caring for a unit and premises, respecting the rights of other residents to the peaceful enjoyment of their housing, criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

5.4.4 Domestic Violence, Dating Violence, Sexual Assault, or Stalking

No applicant for the HCV program who has been a victim of domestic violence, dating violence, sexual assault, or stalking shall be denied admission into the program if they are otherwise qualified, and if the reason for denial has a nexus to the claim of domestic violence victim.

Applicants that are denied housing will be given a "Notice of Occupancy Rights under the Violence Against Women Act" (form HUD 5380), which provides information on their rights and responsibilities under the Violence Against Women Act (VAWA). A copy of the Certification of Domestic Violence Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (form HUD 5382) shall also be provided with the notice.

5.4.5 Enterprise Income Verification (EIV) system searches.

To avoid providing financial assistance to family members already receiving housing benefits from another public housing agency, GHA will use HUD's EIV system to search for all household members using the Existing Tenant Search and all adult household members in the Search for Former Tenant. All adult household members must also sign the HUD-52675. GHA may be required to deny assistance to household members who are already receiving assistance from another program or who owe an outstanding debt to another PHA. More information on the required searches and interpreting the results is provided in Section xx, EIV Searches at Admission.

6 MANAGING THE WAITING LIST

HUD regulations require that all families have an equal opportunity to apply for and receive housing assistance, and that GHA affirmatively further fair housing goals in the administration of the program [24 CFR 982.53, HCV GB p. 4-1]. Adherence to the selection policies described in this chapter ensures that GHA is compliant with all relevant fair housing requirements as described in Chapter 3.

This chapter describes HUD and GHA policies for taking applications, managing the waiting list, and selecting families for HCV assistance.

HUD requires GHA to place all families/households that apply for assistance on a waiting list. When HCV assistance becomes available, GHA must select families from the waiting list in accordance with HUD requirements and GHA policies as stated in this administrative plan and the annual plan. GHA is required to maintain a waiting list for the HCV program that has a sufficient number of eligible applicants to ensure that new and turnover vouchers are issued as quickly as possible to eligible applicants. At the same time, the waiting list should not be allowed to grow to such a size that the wait for housing is unreasonable.

When soliciting interest and processing applications for the program, GHA will ensure that applicants have the ability to submit all application materials and forms online, in person, via fax, mail, email, or through telephonic intake. GHA will provide language assistance services as well as alternate formats for anyone needing a reasonable accommodation, modification, or auxiliary aid and service by contacting the GHA office. GHA will also strive to accommodate individuals that do not have computer access by providing assistance with the Application at the Glendale Public Libraries.

GHA utilizes a three-step process to generate a waiting list.

1. Application (solicitation of interest)
2. Lottery drawing to establish the waiting list
3. Submission of a formal application and required documents

6.1 APPLICATION

The application process will be opened at times and in quantities necessary to obtain the quantity and variety of applicants needed to meet HUD requirements. Any interested party can submit an application form to signify that they want to be included in the lottery drawing. The application form collects limited information about the applicant and housing needs to include name, address, household size, estimate of income, and information about special circumstances that may qualify applicants for local preferences identified in Section 7. Applications will only be accepted during a specific open application process. Submitting an application does not guarantee a position on the waitlist.

Anyone can submit an application. No one will be denied the right to request or submit an application when the process is open.

6.1.1 Opening the Application Process

Notice of opening the application process shall be made in accordance with the specifications identified in Section 3.4. Application intake will occur only during publicly announced periods of time. The announcement will occur a minimum of 30 days prior to opening the Application Waiting List. After the announcement has been made, any person who will need assistance to complete the application may contact GHA to make their request in advance of the opening of the Application so that GHA may plan appropriate assistance accordingly. The announcement for the opening of the application process will include the following:

- Start date and time for submitting applications
- Methods by which applications can be made
- Information on how to request a reasonable accommodation, modification, or auxiliary aids and services
- Information on how to request language assistance services
- Locations where interested parties can obtain paper applications
- Telephone number, website, and email address to inquire about the process
- Information to be provided on the application
- Number of applications that will be drawn from the pool of submitted applications to populate the Waiting List
- Closing date and time for submitting applications.

All notices will include the Fair Housing logo and slogan and otherwise will comply with Fair Housing requirements.

6.1.2 Closing the Application Process

The application process shall be closed no sooner than 21 calendar days after it was opened to allow for adequate outreach and to accommodate any persons who may need assistance submitting an Application for the program. Individuals that require a reasonable accommodation, modification, auxiliary aide or service, or language assistance service to apply must notify GHA of their request prior to the closing of the pre-application process in order to be included in the lottery drawing.

The Application Waiting List period will close upon the expiration of the number of days identified in the notice as provided in Section 6.1 above. No additional Notice will be provided prior to closing the Waiting List Application period.

6.2 LOTTERY TO ESTABLISH THE WAITING LIST

When the application period has closed, only applications received prior to the deadline and individuals who requested a reasonable accommodation or language services but have not yet completed the application will be included in the lottery selection pool. GHA will utilize a computerized random selection process to draw a pre- determined number of applications for the waiting list. **The applications selected**

during the lottery process will comprise the Waiting List until the next application process takes place.

All heads of household that were not selected for the Waiting List will be notified and provided with information on how to receive future notifications of Application Waiting List being open.

6.2.1 Organizing the Waiting List (§982.204)

Once the Waiting List has been generated randomly, an applicant's priority may change based on the number of preferences claimed (the higher the number of preferences, the higher the applicant's priority). An applicant with no preferences may drop in priority if others drawn after him have greater preference(s). The waiting list will be maintained in accordance with the following guidelines:

  - Applicants are required to report to GHA any changes in family composition or address within 10 days of the change as changes could affect the applicant's Waiting List status or eligibility for housing.
  - Any applicant knowingly providing false information or fraudulent statements affecting the applicant's status or eligibility for housing will be removed from the waiting list.
  -

- The application will be a permanent file. However, it is subject to records retention schedules if the applicant is removed from the waiting list in a manner other than admission to the program (See Section 2.2);
- Any significant contact between GHA and the applicant will be documented in the applicant file.

6.3 PROCESSING THE WAITING LIST

Households will be selected from the waiting list based on the order of priority in accordance with identified preferences as discussed in section 7.2. When a family/household is close to the top of the waiting list, the verification process will begin. When selected from the waiting list, GHA will first verify that the applicant qualifies for the claimed preferences to ensure accuracy of the applicant's position on the Waiting List. GHA will also verify the household's stated income.

If the family/household does not appear to meet the preliminary preference or income eligibility, or if the information on the application is incomplete or appears inaccurate, GHA will attempt to reach the household/family to verify the Application details. If the applicant's priority on the waiting list cannot be verified, the family's name will be returned to the appropriate spot on the waiting list absent the claimed preferences. GHA must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once claimed preferences are confirmed, the family/household will be invited to submit a full application to include documentation to determine eligibility in accordance with the requirements set forth in Section 4. Applicants will be given the opportunity to update their HUD Form 92006 at that time. Anyone needing assistance with completing a full application or providing documentation to determine eligibility, including persons with disabilities or limited English proficiency, will be served in accordance with GHA's Program Accessibility policies outlined in section 3.4.

GHA will review all documentation provided for eligibility review. If at any time during the eligibility review process, GHA determines that the family/household was not eligible for preferences claimed on the Application, the family/household's name will be returned to the Waiting List in the order in which they were drawn for the lottery, absent claimed preferences. GHA must notify the family in writing of this determination and give the family the opportunity for an informal review.

It is important to note that documents such as Arizona Driver's License, DES benefits, Social Security letter will not suffice to prove residency if other documentation disputes residency, such as bank statements with activity in other locales where residency would not be possible. Example – out of state transactions with no or minimal local transactions.

Failure to provide all documentation to substantiate claimed preferences will be cause to remove preference points and place the applicant back on the waiting list in accordance with the order in which they were drawn as defined in section 7.2. Failure to provide documentation to comply with eligibility requirements will be cause to be removed from the Waiting List.

An applicant's time on the waiting list is dependent upon preferences claimed, available vouchers, and the federal budget process.

If an applicant is successfully eligible yet refuses the voucher and wants to be put back on the Waiting List, GHA will do this only once. The applicant must request this in writing. GHA will inform the applicant this can be done only once, as the family will remain at the top of the waiting list. The next time GHA is seeking to issue vouchers, if the family refuses the voucher, the family will be removed from the waiting list, and will have no right to an informal review, or any other appeal process.

For Waiting List families only, the application will show head of household and co-head. If, at the time of eligibility the head of household is no longer a part of the household and has made no contact with GHA, the co-head will become head of the household for application/waiting list purposes only. During eligibility and offering assistance, the co-head cannot also be claimed as a spouse (HUD-50058 Guidebook, Section 3: Household).

A co-head is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.

6.4 APPLICATION INTERVIEW

Applicants selected from the waiting list are required to participate in an eligibility interview. Interviews may be conducted in-person or through video conference if appropriate.

An advocate, interpreter, or other assistant may assist the family with the application and the interview process. Where an advocate, interpreter or other third party is used to assist the family, the family and GHA will execute a certification attesting to the role and assistance of the third-party.

Interviews will be conducted in English. For limited English proficient (LEP) applicants, GHA will provide translation services in accordance with GHA's LEP plan.

If the applicant is unable to attend a scheduled interview, the applicant should contact GHA in advance of the interview to schedule a new appointment. If an applicant does not attend a scheduled interview, GHA will send another notification letter with a new interview appointment time. Applicants who fail to attend two scheduled interviews without GHA approval will be denied assistance based on the applicant's failure to supply information needed to determine eligibility. A notice of denial will be issued in accordance with policies contained in Chapter 6.

The head of household and all adult family members must attend the interview together. However, the head of household or the spouse or a legal representative (documented through a legal power of attorney or guardianship) may attend the interview on behalf of the family. Verification of information pertaining to adult members of the household who are not present at the interview will not be undertaken until signed release forms are returned to GHA.

The head of household or spouse or legal representative must provide acceptable documentation of legal identity. If the family representative does not provide the required documentation at the time of the scheduled interview, he or she will be required to provide it within 10 business days.

Pending disclosure and documentation of social security numbers, GHA will allow the family to retain its place on the waiting list for 30 days.

The family must provide the information necessary to establish the family's eligibility and to determine the appropriate level of assistance, as well as completing required forms, providing required signatures, and submitting required documentation. If any materials are missing, GHA will provide the family with a written list of items that must be submitted and the time frame for submitting the missing information.

Any required documents or information that the applicant is unable to provide at the interview must be provided within 10 business days of the interview unless otherwise stated herein. If the applicant is unable to obtain the information or materials within the required time frame, the applicant may request an extension. If the required documents

and information are not provided within the required time frame (plus any extensions), the applicant will be sent a notice of denial.

6.5 PURGING THE WAITING LIST

GHA will update and purge its waiting list at least annually.

The purge process will consist of mailing a notice via first class mail, and via electronical mail, if the applicant has a valid email address on file with GHA, to each applicant requesting they confirm their contact information or update it. The applicant will be also be asked to confirm their continued interest in the program by checking their status on the waiting list at least annually. If the applicant responds within 30 days of the date of receipt of the notice, GHA will keep the applicant on the waiting list. If the applicant fails to confirm/update their address or check their status, the system will automatically send the applicant a notice of denial. The applicant can then request to be reinstated to the waiting list if they provide the requested information within 30 days. Reinstatement will only be allowed once during the time an applicant is on the waiting list.

6.6 REMOVAL OF APPLICANTS FROM THE WAITING LIST (§982.204)

GHA will not remove an applicant's name from the waiting list unless:

- The applicant requests that the name be removed;
- The applicant fails to update their status annually as provided in Section 6.5 above, or misses scheduled appointments; or the written or electronic mail is returned as undeliverable; or
- The applicant does not meet either the eligibility or screening criteria for the program; or
- The applicant has been selected off the Waiting List and has been issued a voucher and is admitted into the Section 8 program but has failed to execute a lease.
  Provides fraudulent information, verified by GHA and in accordance with HUD regulations, including any documentation provided by the applicant to gain admission to the program.

6.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by GHA, in writing, that they have ten (10) business days from the date of the written correspondence, to present mitigating circumstances or request an informal review, in writing. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified.

GHA's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, GHA will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability,

GHA will verify that there is in fact a disability and that the accommodation the applicant is requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

GHA will also include the Form HUD 5380, Notice of Occupancy Rights Under the Violence Against Women Act, Form HUD 5382, and Certification of Domestic Violence Dating Violence, Sexual Assault, or Stalking and Alternate Documentation Form HUD 5382 in all negative action letters.

6.8 INFORMAL REVIEW

If GHA determines that an applicant does not meet the criteria for receiving public housing assistance, GHA will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request in writing an informal review of the decision within 10 business days of the denial. GHA will describe how to obtain the informal review. The applicant's letter must state the reason to overturn the denial. GHA will provide the results of the informal review in writing only.

If the denial is based on criminal activity, GHA will provide the subject with a copy of the NCIC criminal record and/or the adverse reference information, and an opportunity to dispute the record/information. If the applicant/tenant fails to submit a written request for review within ten working days from receipt of his/her notification of ineligibility, or if the denial/termination is upheld, the applicant will be denied assistance.

GHA will review the request for an informal review and respond in writing within ten business days of receiving the request. The response will include a preliminary determination and will offer the applicant an opportunity to present any final written objections to GHA's preliminary determination within ten business days. The informal review may be conducted by any person designated by GHA, other than a person who made or approved the decision under review or subordinate of this person. After receiving the applicant's final written objections, GHA must notify the applicant of the final decision within 10 business days after the informal review, including a brief statement of the reasons for the final decision. If an applicant needs additional time to provide a written objection or gather records that dispute the preliminary determination, up to two additional 10-day extensions may be requested.

The applicant may request that GHA provide for an Informal review after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The applicant must make this request within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

An applicant's voluntary withdrawal is not subject to an informal review or appeal process.

When an informal or formal hearing is scheduled and the applicant has been notified of the date and time and does not attend the hearing or call to notify GHA of a problem, the decision will default on behalf of GHA.

If the applicant provides proof of an emergency that precluded attendance at the hearing, at the discretion of GHA, the hearing may be rescheduled.

GHA will reschedule an informal hearing one time with reasonable cause. If the second scheduled hearing is not attended, the denial or termination will stand, and the appeal period will expire.

6.9 ADMISSION BASED ON FRAUDULENT OR NON-DISCLOSED INFORMATION

Once the family is admitted, assistance may be terminated, and they may be evicted if the GHA discovers their admission was based on fraudulent or omitted information. The termination and eviction process are the same as would be for other non-complying participants.

7 SELECTING FAMILIES FROM THE WAITING LIST

7.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

GHA may admit an applicant for participation in the program either as a special admission or as a waiting list admission. If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, GHA will use the assistance for those families.

7.2 PREFERENCES (§982.202, §982.207)

The following preferences, based on local housing needs and priorities, will be used to determine priority on the waiting list. An applicant does not have any right or entitlement to be listed on the waiting list, to any particular position on the waiting list, or to admission to the programs. Applicants will receive points for each preference for which they qualify and be ranked in priority based on the total number of points they receive for all preferences.

7.2.1 Verifying Claimed Preferences

Households that are drawn from the waiting list will be asked to provide documentation regarding the claimed preferences at the time of the eligibility review, see Section 6.3 for processing details.

7.2.2 Definitions for Preferences and Eligible Points

The following definitions shall be used and considered for purposes of ranking priority only:

1. "Living, Working, or Last Permanent Residence in Glendale" – 15 points:

   The applicant meets one or more of the following criteria:

   - Currently resides within Glendale, AZ city limits (examples of documentation include but are not limited to lease agreement, utility bill, or driver's license); or,
   - Currently employed or has been offered employment with a company that has a verifiable physical location within Glendale, AZ city limits (examples of documentation include but are not limited to pay stub, W-2, or employer letter documenting the employee's primary work location within Glendale); or,
   - Currently homeless as defined in item 4 below with a last permanent residence within Glendale, AZ city limits.

2. "Employed, Elderly, Disabled, or Military (active duty or veteran)" – 10 points:

   At least one eligible member of the household meets one or more of the following criteria:
   - "Employed" means working at least 20 hours per week on average over the most recent six consecutive months with no more than a 30-day gap between employers (temporary work is qualifying); or
   - "Elderly" means 62 years of age or older within six months; or
   - "Disabled" means any eligible member is a person with a disability (including children with disabilities); or,
   - "Military (active duty or veteran)" means any household member who is currently serving full time in their military capacity or any former member of any branch of the United States military regardless of service record or discharge.

3. "Current Homeless or At Risk of Homelessness" – 5 points:

   At least one eligible member of the household meets any of the criteria of as defined in the Glossary under Homeless or At Risk of Homelessness regardless of last known residence.

4. "Victim of Domestic Violence/VAWA Crime" – 5 points:

   At least one eligible member of the household who is the victim of domestic violence, dating violence, sexual assault, or stalking or other criminal act covered by the Violence Against Women Act (VAWA) within one year of their pre-application.

5. "Displaced by Government Action or Disaster" – 5 points:

   The action must not be associated with action or inaction by the resident, i.e., code compliance failure by the resident. The application for assistance must be received no later than 30 calendar days after the action that caused the person or family to be displaced.

7.3 "SPECIAL ADMISSION (NON-WAITING LIST)"

Assistance targeted by HUD. If HUD awards GHA program funding that is targeted for the placement of individuals or families meeting special criteria, GHA will only use those funds consistent with the HUD initiative. GHA may admit or provide such benefits under the HUD special program to a family that is not on the waiting list, or without considering the family's waiting list position. GHA will maintain records showing that the family was admitted with HUD targeted assistance. GHA may have no discretion to determine the families or types of program funding that may fall under the special HUD funding provision and will administer such targeted funds only in accordance with any HUD direction for the use of the targeted funds.

7.4 "SPECIAL ADMISSION (WAITING LIST)"

For Glendale residents displaced by government action or disaster are automatically eligible to be added to the waiting list whether the waiting list is open or closed. Persons or families who meet the definition of displaced by government action will be admitted to the wait list and the appropriate preference points applied.

7.5 SELECTION FROM THE WAITING LIST (§982.201, §982.207(B)(5))

7.5.1 Admission Evaluation

All documentation provided must be authentic and credible, demonstrate that the applicant meets all income limitations, and verifies the preferences claimed. The documentation will be reviewed at the time of eligibility.

7.5.2 Adding Family Members at Eligibility

GHA will consider adding or removing household/family members during the wait list eligibility process based on family need.

7.5.3 Serving Extremely Low-Income Households

Notwithstanding GHA's preferences, if necessary, to meet the statutory requirement that 75% of newly admitted families in any fiscal year be extremely low-income, GHA retains the right to admit extremely low-income families with low-ranking priority. To ensure this statutory requirement is met and GHA remains in compliance, GHA will monitor incomes of newly admitted families.

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

7.5.4 Rental Rehabilitation

Housing Vouchers shall be issued, as described below, to eligible families who reside in a Rental Rehabilitation project (on the date the agreement is signed) and are;

1. Forced by Rental Rehabilitation activities under 24 CFR, Part 511 to vacate a unit because of physical construction, housing overcrowding, or a change in use of the unit; or
2. Would have a post-rehabilitation rent burden greater than 35 percent of the family's adjusted gross income as a result of the rehabilitation. Applications will be accepted, without reopening the waiting list, and a voucher will be issued.

7.5.5 Section 8 Opt-Out Projects

Applications will be accepted, without reopening the waiting list, and assistance provided with preference over other applicants on the waiting list, to families living in a Section 8 "Opt-Out" Project.

7.5.6 Alternative Vouchers

Physically challenged applicants for Conventional Low Rent Public Housing may be offered a voucher to obtain a modified or adapted dwelling unit as set forth in GHA's approved 504 Transition Plan. See GHA's Admissions and Continued Occupancy Policy (ACOP) regarding that program.

8 BRIEFINGS AND FAMILY/HOUSEHOLD OBLIGATIONS (§982.301)

When a family from the waiting list has been determined to be eligible for an HCV voucher, the family will be given a briefing explaining how the program works. In order to receive a voucher, the family is required to attend the briefing. If the family is unable to attend a scheduled briefing, the family should contact GHA in advance of the appointment to schedule a new time. Applicants who fail to attend two scheduled briefings without notifying GHA will be denied assistance based on the family's failure to perform requirements of the program. Applicants will be provided with information on how to request a reasonable accommodation, modification, or auxiliary aid and services in order to attend the briefing or authorize a representative to attend on their behalf.

The briefing will cover at least the following subjects:

A. A description of how the program works;

B. Family and owner responsibilities;

C. Where the family may rent a unit, including inside and outside GHA's jurisdiction;

D. Types of eligible housing;

E. An explanation of how portability works, including how the family's assistance can be affected through re-screening by the Receiving Housing Authority, changes in the subsidy and payment standards, and other elements of the portability process that could affect the family's assistance;

F. An explanation of the advantages of living in an area that does not have a high concentration of poor families, including maps that show locations of housing opportunities outside areas of poverty or minority concentration, both within and outside its jurisdiction and neighboring its jurisdiction; has assembled information about job opportunities, schools, transportation, and other services in these areas;

G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income at initial eligibility if the gross rent exceeds the applicable payment standard. (§982.508)

H. An explanation of the information contained in the Briefing Packet.

8.1 INFORMATION PACKET (§982.301) (982.307)

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

A. Participant information packet that includes the term of the voucher and GHA's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;

B. How GHA determines the housing assistance payment and total tenant payment for the family;

C. Information on the payment standard, exception payment standard rent areas, and the schedule;

D. How GHA determines the maximum rent for an assisted unit;

E. For families qualified to lease outside the Glendale Housing Authority's jurisdiction, the packet includes an explanation of how portability works, including how the family's assistance can be affected through re-screening by the Receiving Housing Authority, changes in the subsidy and payment standards, other elements of the portability process that could affect the family's assistance, and a list of names, addresses and phone numbers of contact persons at neighboring housing authorities;

F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;

G. The request for approval of the tenancy form and an explanation of how to request GHA approval of a unit;

H. A statement of GHA's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing GHA to provide prospective owners with the family's current and prior addresses and the names and addresses of the Landlords for those addresses.

I. GHA's subsidy standards, including when GHA will consider granting exceptions to the standards;

J. The HUD brochure on how to select a unit ("A Good Place to Live");

K. The HUD-required lead-based paint brochure;

L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;

M. A list of Landlords or other resources (such as newspapers, organizations, and online search tools) known to GHA who may be willing to lease a unit to the family or help the family find a unit, jurisdiction-wide, including owners with properties located outside areas of poverty or minority concentration;

N. A written explanation of the advantages of living in an area that does not have a high concentration of poor families, including maps that show locations of housing opportunities outside areas of poverty or minority concentration, both within and outside its jurisdiction and neighboring its jurisdiction; assembled information about job opportunities, schools, transportation, and other services in these areas;

O. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to GHA that may be available;

P. The family's obligations under the program;

Q. The grounds upon which GHA may terminate assistance because of the family's action or inaction;

R. GHA informal hearing procedures, including when GHA is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and

S. GHA owner information handbook. This handbook can be given by the applicant to a prospective owner to help explain the program. It will also assist the participant in understanding the Landlord's rights and responsibilities.

T. An explanation of rights afforded to Housing Choice Voucher participants under the Violence Against Women Act.

U. Formal Request for changing your CSR must be in writing. The request will be reviewed and documented in the file by the Program Manager or Housing Administrator. The request must provide the reason for the request with date specified data. It is up to Management to determine if the data is reasonable. Management will provide a denial or approval letter within 30 days of the request date.

8.2 ISSUANCE OF VOUCHER

GHA will use the eligibility documentation submitted by the applicant to calculate the household/family subsidy and issue the voucher. Once the voucher is issued, the family can begin their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a Request for Tenancy Approval form. The family will submit the form to GHA who will review the request and make an initial determination whether to approve or deny the tenancy. GHA may assist the family in negotiating changes that may be required for the tenancy to be approved. Once it appears the tenancy may be approved, GHA will notify the tenant so the tenant can conduct an inspection of the unit. The tenant and owner (982.305(b)(2)) should then submit an inspection request to GHA and schedule an appointment for GHA to inspect the unit. The inspection will occur within 15 calendar days after submitting the inspection request. . The 15-day period is suspended during any period the unit is unavailable for inspection. Once GHA completes its inspection, GHA will promptly notify the owner and the family whether the unit and tenancy are approved.

During the initial stage of qualifying the unit, if the Landlord is new to the program, GHA will provide the Landlord with information regarding essential program elements.

GHA will provide the owner with the family's current and prior address as shown in GHA records along with the name and address (if known) of the Landlords for those addresses.

8.3 ASSIGNMENT OF BEDROOM SIZES (§982.402)

GHA will issue a voucher for a specific unit size, based on the number of bedrooms and the number of adults and children in the household. The bedroom size is a factor in determining the family's level of assistance. The occupancy standard must provide for the smallest number of bedrooms needed to house a family without overcrowding.

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

Only the head of household will receive one bedroom, all other family members will be two per room, by gender. Children under the age of four (4) will not qualify for their ow bedroom. GHA will determine the number of bedrooms allowed, not sleeping arrangements.

At the initial eligibility, the family voucher size will be determined using the subsidy standards below. The family voucher benefit will not change unless the family size exceeds the maximum number of family members allowed per bedroom or living/sleeping area.

In determining bedroom size, GHA will include the anticipated child to be born to a pregnant woman, a child or children who are in the process of being adopted, a child or children whose custody is subject to an existing or impending court order, a child or children who spend 50% or more time in the household under a joint custody decree and children who are temporarily away at school or temporarily in foster-care.

When a child or children are subject to an adoption or custody proceeding, a temporary court order or documentation awarding custody must be provided to GHA to verify eligibility for benefits and inclusion in the household. GHA will increase a bedroom size (only at unit transfer), if GHA received a court order approving the adoption or custody arrangement documenting that the family has been given physical custody.

GHA will consider adding or removing household/family members during the wait list eligibility process based on family need. GHA reserves the right to review each case to determine the merits of each request. The living room may be considered as a sleeping area for continued assistance but not for eligibility. The living room is considered a bedroom temporarily when adding a person. The family can then apply for additional assistance for the new family member. When a family transfers to a different unit, the family must be placed in the correct bedroom size.

8.4 OCCUPANCY GUIDELINES

Determination of unit size may be made by gender. The guidelines and chart below will be used to determine the approved unit size. Bedroom size will also be determined using the following "normal occupancy" guidelines:

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

A. Children of the same gender will share a bedroom, regardless of age.

B. Children of the opposite sex, both under the age of 4 years will share a bedroom.

C. Head of household is one bedroom, however children under the age of four (4) will not be assigned an additional bedroom.

D. A child will be considered age 4 if the birthdate is within 120 days of the annual or HAP contract date (voucher search time plus one extension).

E. Two persons of the same gender, regardless of age, will be assigned to occupy the same bedroom.

F. Foster–adults and children will not be required to share a bedroom with family members.

G. Live-in aides will get a separate bedroom. No additional rooms will be allocated for live-in aide family.

H. GHA will grant exceptions to normal occupancy standards when a family requests a reasonable accommodation. GHA will consider age, gender, health, handicap, or other personal circumstances when reviewing a request for an exception. Personal belongings/storage will not be considered as a reasonable accommodation. For a medical necessity, family must provide: Proof of medical necessity, on the signed Medical Verification form provided by GHA (prescription forms will be acceptable proof) and third-party verification.

I. Exception to provide a room for medical equipment will be granted only if the need is documented by a health care provider. The need to use a room for medical equipment may be verified during annual inspection or any other time a GHA employee enters the assisted families' unit (PIH 2008-20, PIH 2010-51). GHA will consider the size of the equipment when reviewing the request, as all living and sleeping rooms must be considered insufficient to meet the need of the equipment. GHA will ask for specific size dimensions of the medical equipment that needs the extra bedroom.

8.5 LARGER OR SMALLER UNIT SIZES

The family unit size will be determined by GHA in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that is smaller than the maximum for which they qualify. If the family selects a smaller unit, the smaller sized unit they occupy will be used to calculate the subsidy and the utility allowance.

GHA will allow a family to choose a larger unit than is shown on the voucher, but the family will have to pay any additional rent cost above the amount of the voucher, and the utility allowance will be calculate based on the approved voucher size. During initial

occupancy, the family cannot rent a unit if the tenant portion of the rent exceeds 40% of the adjusted monthly income. (§982.508)

If, after a change in family composition, the family continues to occupy a unit larger than that for which the family is eligible, the family does not have to move, but their voucher benefit may be recalculated or decreased at their next annual recertification. The family will be responsible for the difference in the rent (PIH Notice 2008-20; 24 CFR § 982.505(c)(5)). The tenant's utility allowance may likewise be recalculated or decreased to the lower of the appropriate utility allowance for the voucher size or the size of the unit actually occupied by the family. (2014 Appropriations Act.)

8.6 CALCULATION FOR UNITS THAT INCLUDE UTILITIES

For units that charge a flat fee for utilities, such as water, sewer, trash, or any combination of these utilities, GHA will use the lower of:

The flat fee charged by the Landlord/owner/manager, or:

A proportionate share of the flat fee based on the number of utility services provided for the flat fee. .

> Example – Landlord charges a flat fee of $60 for all utilities, but Tenant only receives water and sewer service. $60 UA / 3 (water, sewer, trash) = $20. Family pays for water and sewer - $20 x 2 = $40 utility allowance for water and sewer.

8.7 TIMEFRAME FOR USING THE VOUCHER

GHA will not return a family to the waiting list if they do not use the voucher after one is issued. The family must decide to either use the voucher within the specified timeframe, request an extension of the voucher's expiration, or be denied benefits once the voucher has expired. The following guidelines apply to the timeframe to use a voucher.

A. A Reasonable accommodation extending the time frame to use the voucher or returning the family to the waiting list will be considered for elderly/disabled families or if reasons outside of the family's control preventing them from using the voucher, at GHA discretion (for example, family member hospitalized). If such a reasonable accommodation is granted, the family may be returned to the waiting list no more than two times. When an applicant family reaches the top of the list, they will remain there and will be offered assistance during the next scheduled eligibility. Term of the Voucher (§982.54 (d)(2), §982.302, §982.303)

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

C. GHA may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the

expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family has adequately documented their efforts to the satisfaction of GHA and additional time can reasonably be expected to result in success, GHA will grant the length of request sought by the family or 60 calendar days, whichever is less.

D. If the family includes a person with disabilities and the family requires an extension due to the disability, GHA will grant an extension allowing the family the full 120 calendar days search time. If GHA determines that additional search time would be a reasonable accommodation, GHA may grant an additional extension beyond the 120-calendar day period.

E. Upon submittal of a completed Request for Tenancy Approval (RFTA) form, GHA will suspend the term of the housing choice voucher. The term will be in suspension until the date GHA provides written notice that the request has been approved or denied. This policy allows families the full term (60 calendar days, or more with extensions) to find a unit, not penalizing them for the period during which GHA is taking action on their request. A family may not submit a second request for approval of tenancy before GHA finalizes action on the first request. Only one RFTA will be considered at any time.

F. If the family no longer wants the unit for which an RFTA has been submitted, the family must withdraw its original RFTA and make the request for another voucher in writing. GHA will toll days left on the original voucher and issue another voucher to continue the search.

G. If a family's voucher expires without requesting an extension of time or providing written notice to GHA, the family is no longer eligible for housing assistance. They are free to re-apply to the Housing Choice Voucher program and start over again. If the waiting list is closed, they must wait unit GHA is once again accepting applicants for the Section 8 program. They will be treated exactly like all other new applicants for the program.

8.8 APPROVAL TO LEASE A UNIT

GHA will review the request and make an initial determination whether to approve or deny the tenancy. GHA will approve a HAP contract if all of the following conditions are met:

A. The unit is eligible;

B. For first admission to the program, the unit must be located within the City of Glendale's incorporated municipal boundaries; The unit is inspected by GHA and passes Housing Quality Standards;

C. The lease qualifies for approval and includes the following:
   i. The names of the owner and the resident;

ii. The address of the unit rented;
iii. The term of the lease (initial term and any provisions for renewal);
iv. The amount of the monthly rent to owner; and
v. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family;

D. The unit does not have a swimming pool, hot tub, or spa, unless it is provided for community-wide use, and for which the assisted family is not responsible for upkeep. If the unit is to be rented through the Glendale Section 8 program, any pool must be permanently filled in with dirt or rock and brought up to ground level with the surrounding area, in a manner that would prevent any hazards. Above ground pools are also reason to reject the unit;

E. The Lease is approvable and includes the language of the tenancy addendum. The terms of the HUD tenancy addendum shall prevail over any conflicting provisions of the lease;

F. The rent to owner is reasonable (see Chapter 13);

G. The family's share of rent does not exceed 40% of their monthly-adjusted income (§982.508);

H. The owner certifies that he or she is not in a conflict of interest situation with the resident;

I. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or GHA;

J. Proof of ownership is on file with GHA, said documentation can be made by GHA personnel through documentation of public records information;

K. Prior to a unit being approved for rental by a Section 8 assisted family and annually at recertification, the owner must provide the following information:
i. A letter of good standing from the Arizona Department of Revenue, form can be found here: https://azdor.gov/forms/collections-forms/tax-clearance-application.
ii. Proof that the rental property is listed with Maricopa County Assessor as a rental property (typically class 4 on the records) at initial lease up and at each annual recertification to show that the property remains listed as a rental and;
iii. If the owner resides outside of Maricopa County, the owner must provide a letter designating a local agent who can legally accept service, and for whom GHA will correspond with, both verbally, and in writing on all matters relating to the rental of the property (only at initial lease up, or until there is a change in the designated agent). GHA will make contact verbally, and in writing, only with the designated local representative.

iv. For a program participant family currently in a rental unit, failure by the owner to provide this information could be cause for termination of the contract, at which time GHA will issue a voucher to the family continues to meet all eligibility and screening criteria;

L. If tenancy in the requested unit is denied, GHA will advise the owner and the family in writing and advise them of any actions they could take that would enable GHA to approve the tenancy;

M. The lease term may begin only after all the following conditions are met:
   i. The unit passes GHA Housing Quality Standards inspection;
   ii. The family's share of rent does not exceed 40% of their monthly adjusted income (§982.508);
   iii. The Landlord and tenant sign the lease to include the HUD required addendum; and
   iv. GHA approves the leasing of the unit.

N. GHA will prepare the HAP contract when the unit is approved for tenancy. Generally, the Landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed HAP contract by the Landlord, GHA will execute the contract. GHA will not pay any housing assistance to the owner until the HAP contract is executed (See R below.);

O. All Community Service Representatives, once trained and certified, have the authority to represent GHA and sign the HAP contract as signatory and representative of GHA;

P. In no case will the HAP contract be executed later than 60 calendar days after the beginning of the lease term;

Q. Any contract executed after the 60-day period will be void and GHA will not pay housing assistance to the owner;

R. Contract Rent Adjustments:
   i. Before the initial contract is executed, owners are informed of program regulations regarding both annual adjustments and special adjustments. Owners are also made aware of GHA's review process regarding contract rent adjustments.
   ii. Upon receipt of an owner's request for an annual rent adjustment, the following will be reviewed:
      a. the timeliness of the owner's request,
      b. the current Housing Quality Standards inspection,
      c. the reasonableness of the requested rent in respect to upgrades completed, ongoing property maintenance, and the limitation of the appropriate annual adjustment factor.

iii. Any adjustment cannot exceed the amount determined to be reasonable under rent reasonableness comparability. GHA approval is required for all rent increases.
iv. No annual increase will be given for units if the amount of the increase requested exceeds the annual adjustment factor published in the Federal Register for the current period. Rents paid for assisted units must be the least of:
    a. the maximum amount allowable by application of the annual adjustment factor, or
    b. the amount determined to be Rent Reasonable, or
    c. the rent charged for comparable unassisted units owned by the same owner.

S. Voucher: The amount of the monthly rent may not be increased during the first year of the lease. After the first year, annually at recertification, rents may be increased if the owner gives at least 60 calendar days written notice to the family and GHA prior to the annual recertification date (§982.308). The notice shall state both the new rental amount and the date from which the increased rent is payable. It must be approved by GHA in order for the HAP contract to be renewed. GHA will review the increase for reasonableness based on the Fair Market Rent for the unit. GHA retains the right to request owners to suspend increase requests due to federal funding restrictions.

8.9 CARETAKER FOR CHILDREN

A. If neither parent remains in the household and the appropriate agency has determined that another adult must be brought into the assisted unit to care for any minors left in the household, GHA will treat that adult as a temporary guardian for the first thirty (30) days.

B. The income received by the temporary guardian may be counted in determining family income if the caretaker is a family member and the arrangement continues longer than 30 days.

C. If by the end of the 30-day period, custody or legal guardianship has been awarded to the caretaker by a court, the Voucher will be transferred to the caretaker, pending an eligibility review of the caretaker, including a background screening.

D. If the results of the background check determine that the person is ineligible for the program, assistance will be terminated.

E. If the appropriate agency cannot confirm the guardianship status of the caretaker, GHA will review the status at 30-day intervals. Each case will be considered on its individual merits and a determination will be made based on the specifics of each case alone.

F. If custody or legal guardianship has not been awarded by the court, but the action is in process, GHA will secure verification from social services staff or the attorney as to the status.

G. If custody is awarded for a limited time , GHA will state in writing that the transfer of the Voucher is for the time period stated in the court order or as long as the guardian is appointed to have custody of the children. GHA will use discretion as deemed appropriate in determining any further assignment of the Voucher on behalf of the children.

H. The guardian will be allowed to remain in the unit, as a visitor, until a determination of custody is made by the court, unless an unsatisfactory background check has been received by GHA. If the guardian violates any family obligations during any time , any requested voucher assignment will be denied, or the benefits provided to the family may be terminated.

I. GHA may transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has already been an approved member of the household for more than 12 months, has requested to be appointed guardian or otherwise be granted custody, and the caretaker is him or herself eligible to receive benefits.

J. If a voucher is transferred to a caretaker , their income will be counted pending a final disposition. GHA will work with the Landlord and the appropriate service agencies to provide a smooth transition in these cases.

K. If a member of the household is subject to a court order that restricts him/her from the home for more than 30 calendar days, the person will be considered permanently absent.

8.10 GHA Disapproval of Owner (24CFR §982.306, 982.452, 982.453)

GHA will deny participation by an owner at the direction of HUD. GHA will also deny the owner's participation for any of the following reasons:

A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;

B. The owner fails to execute a HAP contract within the permitted timeframe.

C. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

D. The owner has engaged in drug-related criminal activity or any violent criminal activity;

E. The owner has a history or practice of non-compliance with Housing Quality Standards for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;

F. The owner has a history or practice of renting units that fail to meet State or local codes; or

G. The owner does not have a license for rental property tax with the City in the City of Glendale;

H. The owner has not registered the property as rental with the Maricopa County Assessor's Office;

I. The owner lives outside of Maricopa County and does not have a local agent who can receive notices relative to the property.

J. The owner has not paid State or local real estate taxes, fines, or assessments;

K. The owner owes overpayment of HAP to any housing authority;

L. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:

   i. premises by tenants, GHA employees or owner employees; or
   ii. residences by neighbors;

M. The owner does not enforce the lease provisions regarding nonpayment of rent, unapproved persons in the unit, or other lease-related violations.

N. Other conflicts of interest under Federal, State, or local law.

O. An applicant may not rent a unit from a relative (parent, child, grandparent, grandchild, sister, or brother or any member of the family) unless GHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

P. GHA has been informed by HUD that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements or has received an adverse ruling of the same; or

Q. Other conflicts of interest under Federal, State, or local law.

8.11 INELIGIBLE/ELIGIBLE HOUSING

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

A. For first admission, a unit not located within the incorporated city limits of Glendale.

B. A public housing or Native American housing unit administered under another program;

C. A unit receiving project-based assistance under a Section 8 Program;

D. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services;

E. College or other school dormitories;

F. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

G. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured homeowner leasing a manufactured home space, or units being purchased under the Section 8 Homeownership program;

H. A unit occupied by a person with an ownership or existing leasehold interest in the unit;

I. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit in a tax credit development.) (See 24 CFR §982.352(C).)

J. Housing owned in whole or in part, by the family to be assisted;

K. Housing owned by a parent, child, grandparent, grandchild, sister, or brother of any family already receiving housing assistance. The GHA will waive this restriction if the unit is needed as a reasonable accommodation for a family member who is a person with a disability, except for shared housing where a relative owns home and continues to live in the home with the assisted person. (See PIH Notice 2005-05).

L. GHA will not approve a lease for any of the following special housing types, except as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities (See 24 CFR §982 Subpart M):

    i. Single room occupancy housing unless it meets the criteria in subpart N below.
    ii. Congregate housing.
    iii. Group homes.
    iv. Shared housing.
    v. Cooperative housing.

M. GHA will not approve a lease for a unit with a swimming pool, hot tub, or spa, operable or not, that is not a community pool, hot tub, or spa;

N. GHA will approve leases for the following housing types:

i. Single family dwellings
ii. Apartments
iii. Condominiums; townhouses
iv. Manufactured housing:
GHA may provide assistance to a family that owns the manufactured home and leases only the space. (See 24 CFR §982.622, 623, and 624 for Rent to Owner on Manufactured Home space rental.)

The property must meet all the Housing Quality Standards requirements, must be placed on the site in a stable manner, free from hazards such as sliding or wind damage and it must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

v. Single Room Occupancy (See 24 CFR §982.602-605 for details on SRO rental assistance.) Single Room Occupancy Housing (SRO) is eligible for assistance on the Voucher Program if:
   a. the property is located in an area where there is significant demand for SRO units (as determined by HUD),
   b. GHA approves the use of SRO units for such purposes;
   c. GHA certifies to HUD that the property meets applicable local health and safety standards for SRO housing.

If a property has both HUD issued project-based assisted units and market rate units, housing choice vouchers can be utilized in the market rate units, but not the project-based units. Rent reasonableness will dictate that the rent for the housing choice voucher unit will equal the HUD-approved rent (the basic rent) for the project-based units as long as it is within GHA's payment standard. GHA's utility schedule will be utilized in setting the rent, not the property's utility schedule. GHA will re-certify everyone living in a property utilizing tenant-based housing choice vouchers and the Landlord will be responsible for the re-certification of those residing in the property using project-based vouchers.

8.12 SECURITY DEPOSIT

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

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

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

9 HOUSING QUALITY STANDARDS AND MOVES WITH CONTINUED ASSISTANCE

A lease covers a 12-month time period. Participating families can move to another unit after the 12 months have expired. If the Landlord and the participant have mutually agreed to terminate the lease prior to the 12th month, a mutual rescission must be signed. GHA will issue the family a new voucher if the family does not owe GHA (or any other HA) money, has not violated a Family Obligation including damages to the unit (See Section 7.4), has not moved or been issued a voucher within the last 12 months, and if GHA has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, or the HAP contract was terminated by GHA, the 12-month requirement may be waived. GHA will review reasonable accommodation requests on a case-by-case basis.

9.1 WHEN A FAMILY MAY MOVE

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

1. The 12-month lease for newly eligible families has been successfully completed;
2. The assisted lease for the old unit has terminated;
3. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant, however if evicted a voucher will only be issued if the eviction is not for lease or program violations;
4. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).
5. The unit is located within the jurisdiction of Glendale Housing, unless porting out. The jurisdiction of Glendale is defined as any unit that is serviced by Glendale City water, sewer, and trash collection.
6. The family has not damaged the unit (See Section 7.4).

All utilities that are the responsibility of the tenant must be paid and in current status. GHA will request proof of utilities paid current before approving a unit transfer or portability. (This includes city water, as if a family moves out and does not pay the water bill, the bill reverts to the owner.) If a family moves before GHA is notified of unpaid utilities, the family must resolve the unpaid debt. Failure to do so may result in termination of assistance.

Elderly/Disabled. Elderly and/or disabled families will be reviewed for reasonable accommodation in order to ensure that our most vulnerable families are not harmed by significant changes to the program.

If the owner has issued a non-renewal for lease violations, a voucher will not be issued, and the assistance will be terminated.

9.2 OVERLAPPING OF THE HAP WHEN A FAMILY MOVES (§982.311.D.1-2.)

HAP for participant families will not be paid until the first of the month. Overlapping of payments will not be allowed. Requests for reasonable accommodation will be considered on a case-by-case basis.

HAP payments for families who are new to the program can begin at any time.

Overlapping payments for families that port in or out of Glendale's jurisdiction will not be paid under any circumstances. For purposes of inputting information into the HUD PIC system, a move out action must be entered before the receiving PHA enters a move in action. PIC will register a fatal error in any other circumstance.

If a family moves out before the end of the month due to any action that is not initiated by GHA, the HAP will be paid for only the days the family resides in the unit.

9.3 PROCEDURES REGARDING FAMILY MOVES

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 calendar days. GHA requires a minimum of 30-day notice. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and GHA's approval, it will be considered a serious lease violation and subject the family to termination from the program.

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

A family who gives notice to terminate the lease must mail the notice by certified mail or provide a copy to the Landlord in person and have the Landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to GHA, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the Landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt to serve the Landlord was made.

Failure to follow the above procedures may subject the family to termination from the program.

Elderly/Disabled. Elderly and/or disabled families will be reviewed for reasonable accommodation in order to ensure that our most vulnerable families are not harmed by significant changes to the program.

9.4 DAMAGES AND UNPAID UTILITIES AT MOVE OUT

The family must leave the unit in good repair, pay all unpaid rent/utilities, remove from interior and exterior all personal items, food, trash, yard waste, etc. Pets/animals cannot be left behind for any reason or for any period of time.

Any damages or unpaid rent/utilities are the responsibility of the tenant. Collection of any amounts owed is the responsibility of the Landlord or the utility.

It is the Landlord's responsibility to conduct a walk through with the tenant upon vacating the premises to document the condition of the property. GHA may consider termination of the tenant's voucher if all of the following circumstances exist:

- A walk through was conducted by the Landlord in the presence of the tenant upon move-out.
- Damages, paste due rents, or unpaid utilities owed to the Landlord were itemized in writing and photographed.
- Tenant was notified in writing of the amount due and provided with a minimum of 30 days to cure or enter into a payment agreement.
- Landlord promptly notifies GHA with the aforementioned documentation within five business days after the tenant's 30-day cure period.

Upon receiving notification from a Landlord, GHA will notify the tenant in writing that they have 120 days to cure the amounts owed. Failure to cure will result in termination of the tenant's voucher. Tenant may claim a hardship and request an extension to pay. If amounts due are not paid within one-year, the tenant's voucher will be terminated.

10 PORTABILITY (§982.314, §982.353-355, PIH 2011-3)

10.1 GENERAL POLICIES OF GHA

A family whose head, spouse or co-head has a domicile (legal residence) or works in the jurisdiction of GHA at the time the family first submits its application for participation in the program, may lease a unit anywhere in the jurisdiction of GHA or outside GHA jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit. This is referred to as "porting" their voucher.

For newly eligible families, an initial 12-month period must be successfully completed within the jurisdiction of the City of Glendale before being eligible to port their voucher in order to move to a unit in another jurisdiction.

If a family chooses to exercise the portability option, the receiving housing authority must decide whether to absorb the voucher or bill the initial housing authority. "Absorbing" means that the housing authority takes full control over the voucher. "Billing" means that the housing authority will take the family in as a resident, but it will bill the previous housing authority for its share of the monthly rent.

If the head, spouse, or co-head of the assisted family does not have a legal residence at the time of its application, the family may only lease a unit within GHA jurisdiction for the 12-month period beginning when the family is first admitted to the program. This restriction does not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, or stalking and the move is needed to protect the health or safety of the family or a family member.

When a family is issued a Glendale voucher, the family's eligibility to exercise the portability option is to be determined by GHA.

If a family chooses to port to another jurisdiction, GHA will inform the family that it may be re-screened by the receiving Housing Authority and may lose assistance if the family fails to meet that Housing Authority's screening criteria (which may be different from GHA's criteria).

Families participating in the Voucher Program will generally not be allowed to move more than once in any 12-month period or allow a participant to improperly break a lease. For reasonable cause or reasonable accommodation, GHA may consider allowing more than one move in a 12-month period.

Families may only move with a voucher to a jurisdiction where a Section 8 Housing Choice Voucher tenant-based program is administered. If more than one housing authority operates a Housing Choice Voucher in the jurisdiction where the participant is moving, the participant may choose which housing authority the participant wants to administer the voucher.

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

Upon verification of funding concerns, GHA may deny portability to a unit in another jurisdiction that would require GHA to pay a higher subsidy, or if the receiving HA has a more lenient occupancy standard, and the receiving PHA will not absorb. (§982.314)

10.2 INCOME ELIGIBILITY

A family must be income-eligible in the geographic area where the family first leases a unit with assistance in the Voucher Program. GHA requires an initial 12-month lease to be successfully completed within the jurisdiction of the City of Glendale before any family will be allowed to move to another jurisdiction. For first-time eligible families, GHA requires this initial lease in order to evaluate the family for suitability for the Section 8 housing choice voucher program.

If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

10.3 PORTABILITY PROCEDURES (§982.355) (PIH NOTICE 2004-12, 2011-3)

10.3.1 When GHA is the Initial Housing Authority-

When a family utilizes portability to move out of Glendale, GHA will be the INITIAL HOUSING AUTHORITY.

When a family wishes to move out of Glendale, GHA will brief the family on the process that must take place to exercise portability. The family is required to attend a meeting, where compliance with all family obligations and the damages responsibilities will be reviewed. This review must be conducted before GHA can consider approving outgoing portability.

1. The family is responsible for selecting the location of its new unit and making sure it qualifies for the Section 8 program. GHA will provide the family with housing authority names and phone numbers.

2. GHA will request the Payment Standard from the jurisdiction to which the family wishes to move only for determining:

    a. If the amount of subsidy (HAP) for the new unit is more than the family's current Glendale subsidy, the payment standard for the new jurisdiction is higher, and if GHA has documented insufficient funding or if the receiving HA has a more lenient occupancy standard, , the family may be denied permission to move using Section 8 assistance, unless the receiving HA agrees to absorb the family. (§982.314) in which case, GHA will not pull any names from the waiting list until such time that the family requesting

portability is allowed to port out if the family still wishes to do so. (PIH 2008-43, PIH 2011-3, §982.314)

3. If the family move is approved, GHA will promptly contact the Receiving PHA on behalf of the family, by telephone, and fax, or via email or other delivery confirmation, to determine whether the Receiving PHA will absorb or bill, and to notify the Receiving PHA of the family's request. If GHA contacts the Receiving PHA via telephone, a fax or email will be immediately sent to confirm the conversation, and a copy will be placed in the file.

4. GHA will advise the family how to contact and request assistance from the Receiving PHA.

5. GHA will notify the family that the Receiving PHA may have more stringent screening policies, payment standards that may affect the amount of the monthly subsidy, and different occupancy standards (bedroom sizes);

6. GHA will immediately mail or fax to the Receiving Housing Authority HUD form 52665, Family Portability Information, copy of the family's voucher, the most recent HUD Form 50058 (Family Report) for the family, and related verification information.

7. In order to avoid overlapping of subsidy payments for a portable family, GHA will also send to the Receiving PHA, the GHA form, Portability Notice of Determination, which will provide the Receiving PHA the date that GHA will begin to pay the subsidy.

8. GHA will complete PART I of HUD form 52665 and mail or fax it along with a copy of the voucher, HUD form 50058, and copies of the income verification documenting data on the 50058.

    a. PART I of the 52665, #9., is the date by which the initial billing must be received. This line must be completed in order for the Receiving PHA to comply with billing requirements. This date set by GHA as the initial PHA must be no more than 90 days after the expiration date of the voucher issued by GHA as the initial PHA.

9. If the family gets to the new jurisdiction and the voucher search time has expired, the Receiving PHA will decide whether to allow the deadline to use the voucher to be extended.

10. If the Receiving PHA states they will bill and GHA has not received a billing notice by the deadline, GHA may choose not to accept the late billing, only if the family is not under contract. If GHA chooses not to accept the late billing, GHA must notify the Receiving PHA in writing of this decision.

11. If the Receiving PHA sends subsequent billing notices despite GHA's choice to not accept the late billing, GHA will return the first bill with a copy of the letter notifying the Receiving HA of its choice. The Receiving PHA must then absorb the billing.

12. However, in its ongoing effort to keep professional lines of communication and relationships with all housing authorities, GHA will look at each late billing on a case-by-case basis.

13. At each annual recertification, GHA should receive a copy of the HUD Form 50058. If the Receiving PHA fails to submit this form, GHA will contact the Receiving PHA to update the family status.

10.3.2 When GHA is the Receiving Housing Authority

When a family utilizes portability to move into Glendale, GHA will be the RECEIVING HOUSING AUTHORITY and will administer assistance for the family.

1. When GHA is notified by an initial PHA that a family will be porting into Glendale, GHA will immediately notify the initial PHA whether it will bill or absorb. This may be done by telephone and fax, or via email or other delivery confirmation. If GHA contacts the initial PHA via telephone, a fax or email will be immediately sent to confirm the conversation, and a copy will be placed in the file.

2. GHA will subject all family members age 16 and older to a criminal background check. While this will not delay the processing of the request to port the family, the family will be required to sign a form acknowledging this action and that negative results could result in a termination of assistance. If results are received prior to receipt of the Request for Tenant Approval (RFTA), the request to port will be denied and the family will be returned to their initial housing authority. If the background check is received after the RFTA and the results are unacceptable to GHA, the family's assistance will be terminated.

3. GHA will process the incoming family's request and issue a voucher within 10 working days of receiving Form HUD-52665, Family Portability Information, unless the family fails to comply with GHA procedures. The term of the voucher may not expire until 30 days after the expiration date of the initial PHA voucher.

4. Portable families coming into Glendale must get approval to add a family member from the initial PHA. If the initial PHA approves, then the additional person(s) must pass GHA's background check.

    a. GHA will not delay the processing of the family's move; however, the form for adding a person to the household must be signed by the family acknowledging that if the person does not pass the criminal background check, GHA will not approve retaining the personas part of the household. The person cannot reside with the family. If the family allows the person to reside with the family after denial, the family will be terminated from the program.

b. GHA will also not allow a family member to be added if the person uses medical marijuana or any other illegal drug. (See Section 1.0, Section 4.9, and Section 14.2).

5. GHA may provide additional search time beyond the expiration date of the initial PHA voucher.

   a. GHA will immediately inform the initial PHA of the need for an extension. This will be done by telephone, fax, or email. If GHA contacts the receiving HA via telephone, a fax or email will be immediately sent to confirm the conversation, and a copy will be placed in the file. All confirming documentation will be placed in the file.

   b. Any additional voucher search time must not conflict with the billing deadline provided by the initial PHA. Additional search time will be allowed only if adequate time to process the RFTA, execute the HAP, and submit the billing information to the initial PHA by the billing deadline. If the deadline is exceeded, GHA may have to absorb the family.

   c. If GHA determines an extension should be given, the initial PHA must be contacted to also extend the billing date. The initial PHA must either send a corrected HUD Form 52665 with the extended billing date, or a confirming email must be received. If GHA does not receive either, the voucher cannot be extended, and the family must be sent back to the initial PHA.

6. If the initial voucher has expired, GHA will not process the port request, instead GHA will refer the family back to the initial PHA. If the initial PHA is not extended, GHA will not process the family as a move-in portable family.

7. If there is not enough time left on the voucher to search, GHA will contact the initial PHA to discuss an extension, if warranted.

8. GHA will determine the family unit size for the portable family. The family unit size is determined in accordance with GHA subsidy standards.

9. GHA will process the request and issue an incoming voucher within ten (10) working days of receiving the HUD Form 52665 and all supporting documentation.

10. GHA will notify the initial PHA prior to the end of the 10-working day period of the need for any outstanding documentation, or if the family has failed to comply with GHA procedures and requirements, such as signing the disclosure forms.

11. In addition to the billing deadline, within ten (10) working days from the date a HAP contract is executed (not its effective date), GHA will send PART II of HUD form 52665 and a copy of the new 50058 (either by fax, email or mail) to the Initial Housing Authority. The instructions for 52665 PART II shall be followed explicitly

12. If GHA opts to conduct a new re-examination, GHA will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-examination is necessary to determine income eligibility for an applicant.

13. If the family decides not to lease in Glendale, GHA will refer the family back to the initial PHA.

14. In order to provide tenant-based assistance for portable families, GHA will perform all Housing Authority program functions, such as re-examinations of family income and composition. At any time, either the Initial Housing Authority or GHA may decide to deny or terminate assistance to the family in accordance with 24 CFR §982.552.

15. At any time, GHA may decide to deny or terminate assistance to the family in accordance with PIH Notice 2005-01 and 2012-42.

16. As the Receiving Housing Authority, GHA will accept all eligible portability families, with limited exceptions. If GHA believes an exception applies, GHA will seek prior approval from HUD.

17. Although GHA will promptly issue a voucher to an incoming portability family, the family will be subject to GHA's normal screening procedures. If the family fails to meet the screening criteria, the voucher may be revoked, or the family may be terminated from the program if a unit has already been leased, as appropriate under this Plan or the discretion of GHA.

18. If all reported household members did not move with the family, if the voucher has been issued, the family will be re-issued a voucher with the correct subsidy, based on the revised number of family members. If the change in family is discovered after the family has entered into the new lease, the appropriate payment standard will be recalculated and the decrease in the subsidy will be applied immediately.

19. At each annual recertification, GHA will send the initial PHA a copy of the updated HUD Form 50058.

20. If there is a change in the billing amount, GHA will send a copy of the updated HUD Form 52665 to the initial PHA. The updated Form 52665 will be sent no later than 10 working days following the effective date of the change in the billing amount.

21. If a family that ported into Glendale wishes to move to yet another jurisdiction, GHA will refer the family back to the initial PHA. GHA will not issue the family a new voucher to move, as it is the initial PHA responsibility.

10.3.3 Absorption by GHA

1. Unless new HUD funding is made available for absorption of portable vouchers, GHA will bill the Initial Housing Authority and will absorb the family into GHA Voucher Program on a case-by-case basis only.

2. GHA may absorb a portable family only after execution of the HAP contract, assuming funding is available and doing so will not cause GHA to be over-leased.

3. GHA may also absorb the porting family by terminating the billing arrangement with the initial PHA. GHA must provide a notice within 10 working days following the effective date of the billing termination, to the initial PHA in order to avoid an overpayment.

4. The decision to absorb, or not, will be communicated in writing to the initial PHA as soon as possible. A decision to absorb made without the permission of the initial PHA is irreversible.

10.3.4 Portability Billing

Modifications to billing schedules, deadlines, and arrangements are no longer allowed, in accordance with HUD PIH Notice 2004-12, PIH 2011-3, 2012-42, and the final rule published August 20, 2015. HUD procedures will be followed for all portable families.

The Initial Housing Authority will promptly reimburse the receiving PHA for the lesser of 80% of the initial PHA's administrative fee or 100% of the receiving PHA's administrative fee, or a negotiated amount that both housing authorities agree to of the Initial Housing Authority's ongoing administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving PHA. If HUD is prorating the administrative fee, the prorated amount will be used.

1. Incoming Portable Family (GHA is the Receiving PHA)

    a. When GHA is notified by an initial PHA that a family will be porting into Glendale, GHA will immediately notify the initial PHA that it will bill. This notification will be provided by telephone and fax, or via email or other delivery confirmation. If GHA contacts the Receiving PHA via telephone, a fax or email will be immediately sent to confirm the conversation, and a copy will be placed in the file.

    b. GHA will bill the initial PHA monthly for housing assistance payments and administrative fees.

    c. GHA will submit to the initial PHA the initial billing notice via PART II of HUD Form 52665 along with a copy of the new HUD Form 50058, no later than 10 working days following the date the HAP contract was executed (not the effective date). The forms must be received no later than 90 days following the expiration of the initial voucher.

d. Failure to comply with this HUD rule will cause the initial PHA to refuse the billing and force GHA to absorb the costs associated with ported family.

e. GHA will notify the initial PHA of any change in the billing amount as soon as possible, but no later than 10 working days following the effective date of the change. Failure to abide by HUD billing deadline requirements may force absorption of the family by GHA or HUD to reduce administrative fee and transfer the voucher to the initial PHA.

2. Ongoing Billing Responsibilities

a. Annual Recertifications

i. GHA, as the Receiving PHA, must send the annual recertification HUD Form 50058 within 10 working days following the effective date of the annual recertification.
ii. Failure to transmit the annual recertification form to HUD have cause forced absorption or sanctions against administrative fees due to GHA.

b. Interim Billing Changes

i. GHA, as the Receiving PHA, must send the billing change via HUD Form 52665 within 10 working days following the effective date of the billing change.
ii. If the billing change is an increase to the monthly HAP, the initial PHA may refuse to pay any HAP increase.
iii. If the billing change is a decrease to the monthly HAP, the initial PHA will offset future payments to reconcile the difference For example, if the decrease became effective January 1, but HUD Form 52665 was not sent out until March 10 the initial HA would be required to reduce future payments for the three (3) months of overpayment.

3. Outgoing Portable Family (GHA as the Initial HA)

a. GHA will make payment of the first billing amount within 30 calendar days of receipt of PART II of HUD Form 52665.

b. GHA will make payments no later than the fifth working day of each month while the billing arrangement is in effect.

10.3.5 When a Portable Family Moves

When a portable family moves out of the tenant-based program in GHA, GHA is no longer required to provide assistance for the family, except through the portability process.

10.3.6 Termination

When a billing arrangement is terminated, GHA will notify the initial PHA of the change no later than 10 working days following the effective date of the change, or in enough

time for the initial PHA to cease reimbursement payments in a timely manner and to avoid overpayments.

If payments are received by GHA on behalf of a family that is no longer in portable status to Glendale for any reason, GHA will promptly return the overpayment to the initial PHA.

10.3.7 Recouping Overpayments

In the event GHA has overpaid another housing authority, GHA will contact the housing authority and request that a check be issued to GHA. GHA will not recoup overpayments by withholding funds.

10.3.8 Portability for Special Purpose Vouchers

When a family utilizing a special purpose voucher (VASH, FUP, etc.,) wishes to port into Glendale, GHA will consider entering into a Memorandum of Agreement with the initial PHA to allow the initial PHA to continue to administer the voucher to relieve GHA of excessive administrative requirements.

11 DETERMINATION OF FAMILY INCOME

11.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, GHA counts the income of all family members, except for the types and sources of income that are specifically excluded. On HUD Form 50058, GHA will identify income from all sources and all types and distinguish between included and excluded amounts. Once the included annual income is determined, GHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.2 ANNUAL INCOME (§5.609, 5.612)

11.2.1 Definition of Annual Income

Annual income means all amounts, monetary or not, that:

1. Are paid or provided to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date; and

3. Are not specifically excluded from annual income.

11.2.2 Guidelines for Annual Income

The following guidelines apply to income review:

1. If it is not feasible to calculate a level of income over a 12-month period (e.g. seasonal, periodic, or cyclic income), GHA may calculate the income for a shorter period, subject to a re-determination at the end of the shorter period. (§5.609(d)).

2. If payments are assigned to the family head, spouse or co-head on behalf of any other family member, but the payment is voluntarily given to someone outside of the family, unless there is a written, legal agreement between the parties, the payments will be included as income to the assisted household.

3. If the head of household, or another family member is married, and the absent spouse is not an approved member of the household, GHA will consider them temporarily absent and the income of the absent spouse will be counted. The exception is a legal separation or other court order prohibiting the spouses from maintaining contact

4. Funds deposited into a bank account will be considered income and used to calculate income, unless excluded by GHA or legal agreement. Such determination shall be made on a case-by-case basis and solely at the discretion of GHA.

11.2.3 Regulatory Guidance

Annual income includes, but is not limited to the amounts specified in the federal regulations currently found in 24 CFR §5.609 and 5.612:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than $1,000 that were disposed of for less than fair market value within the past two years will be counted as income.

4. Asset income of minors is counted as income.

5. The full number of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability, or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

7. Portion of athletic scholarships that is available specifically for housing costs.

8. Welfare assistance.

a. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

   i. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
   ii. Are not otherwise excluded under paragraph Section 9.3 of this Plan.

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

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

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

d. Imputed welfare income.

   i. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to GHA by the welfare agency resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements), plus the total amount of other annual income.
   ii. At the request of GHA, the welfare agency will inform GHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform GHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. GHA will use this information to determine the amount of imputed welfare income for a family.
   iii. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular re-examination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to GHA by the welfare agency).

iv. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
v. GHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction
vi. If a participant is not satisfied that GHA has calculated the amount of imputed welfare income in accordance with HUD requirements, and if GHA denies the family's request to modify such amount, then GHA shall give the resident written notice of such denial, with a brief explanation of the basis for GHA's determination of the amount of imputed welfare income. GHA's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.

e. Interactions with welfare agencies

vii. GHA has electronic access to state welfare records, in accordance with agreements, and will use these records for admissions and continued occupancy reviews. All information in available via electronic access/format.
viii. GHA will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives GHA written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.
ix. GHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency and specified in the notice by the welfare agency to GHA. However, GHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
x. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. GHA shall rely on the welfare agency notice to GHA of the welfare agency's determination of a specified welfare benefits reduction.

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

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

11. Unless otherwise verified, child support from a court awarded settlement agreement that is not being paid, if no attempt to collect is being made. If an attempt is being made to collect the support amount owed, and that attempt can be verified, the amounts owed are only counted as income once they are actually received. GHA will accept verification that the family is receiving an amount less than the award if the family furnishes documentation of a child support or alimony collection action filed through a child support enforcement/collection agency or has filed an enforcement or collection action through an attorney. GHA utilizes the State Department of Economic Security Child Support Enforcement database to verify child support collection activity.

12. Costs for the purchase of the medical marijuana registry card and the purchase of medical marijuana are not deductions from income

13. Any financial assistance in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except for persons over the age of 23 with dependent children. Also see Section 3.2 for definition of housing eligibility for students. For purposes of determining income, "financial assistance" does not include loan proceeds.

    a. The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support.

    b. NOTE: This certification is required even if no assistance will be provided for the student receiving the tuition assistance.

    c. This rule does not apply to students residing with their parents in a Section 8 assisted unit or who are applying for Section 8 assistance or is a disabled person.

11.3 EXCLUSIONS FROM INCOME (§5.609, §5.612)

Annual income does not include the following amounts specified in the federal regulations currently found in 24 CFR §5.609, GHA will not provide exclusions from income in addition to those already provided for by HUD.

1. Income from employment of children (including foster children) under the age of 18 years;

2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone) or payments made under Kin-GAP or similar guardianship care programs for children leaving the juvenile court system;

3. 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;

4. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member ;

5. Income of a live-in aide;

6. SEE DEFINITION OF TUITION IN THE GLOSSARY.

7. The amount of student financial assistance paid directly to the student or to the educational institution for tuition.

8. (For Section 8, any financial assistance in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except for persons over the age of 23 with dependent children, or is a disabled person. Also, see Section 3.2 for definition of housing eligibility for students. For purposes of determining income, "financial assistance" does not include loan proceeds.)

9. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

10. The amounts received from the following programs:

    a. Amounts received under training programs funded by HUD;

    b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain self-sufficiency (PASS);

    c. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program;

    d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such

services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination, and serving as a member of GHA's governing board. No resident may receive more than one such stipend during the same period of time;

11. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

12. "Temporary, nonrecurring, or sporadic" income (including gifts). This specifically includes temporary income payments from the U. S. Census Bureau, defined as employment lasting no longer than 180 days per year and not culminating in permanent employment;

13. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

14. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

15. Adoption assistance payments in excess of $480 per adopted child;

16. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

17. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on a dwelling unit;

18. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

19. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:

    a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));

    b. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 5058);

    c. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

f. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94–540, section 6

g. The first $2,000 of per capita shares received from judgment funds awarded by the Indian National Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;

h. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under Federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs, only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended);

i. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(g));

j. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in In Re Agent-Orange Liability Litigation, M.D.L. No. 381 (E.D.N.Y.);

k. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420), (25 U.S.C. 1728);

l. The value of any childcare 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);

m. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing

and Urban Development Act of 1965, and sections 221 (d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(j));

n. 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);

o. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

p. Any allowance paid under the provisions of 38 U.S.C. 1883(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821);

q. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));

r. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));

s. Any amount received under the Richard B. Russell School Lunch Act (U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1760(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);

t. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));

u. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4));

v. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.) and administered by the Office of Native American Programs;

w. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled

Elouise Cobell et al. v. Ken Salazar et al., 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291);

x. Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4));

y. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 "Exclusion from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117b(a)); and

z. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations. (42 U.S.C. 5155(d)).

aa. Accounts created under the Achieving a Better Life Experience Act of 2014 (ABLE Act) are excluded from the calculation of both income and assets (PIH 2019-9).

11.4 DEDUCTIONS FROM ANNUAL INCOME (§5.611; §5.617)

The following deductions will be made from annual income:

1. $480 for each dependent

2. $400 for any elderly family or disabled family (24 CFR §5.403)

3. The sum of the following, to the extent the sum exceeds three percent of annual income: (24 CFR §5.611(3))

    a. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program. Costs for the purchase of the medical marijuana registry card and the purchase of medical marijuana are not deductions from income; and

    b. Unreimbursed reasonable attendant care and auxiliary apparatus (auxiliary apparatus can include veterinarian costs and food costs of a service animal, costs of maintaining necessary equipment added to a vehicle but not the cost of the vehicle itself or maintenance of the vehicle not associated with the necessary apparatus), expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or

older who are able to work because of such attendant care or auxiliary apparatus; and

c. The Medicare assistance provided prior to May 15, 2006 for the cost of drugs pursuant to prescription drug discount cards, negotiated drug price, or transitional assistance subsidies.

4. Reasonable full or part-time childcare expenses for children under age 13 necessary to enable an adult family member to be actively seeking work, to be employed, or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income. In the case of a family where both adults are able to work, HUD suggests using the lesser income as the annual income limit.

   Childcare allowances cannot exceed the income that is included in annual income that the enabled family member earns.

   Reasonable full time childcare is defined to be no more than the amount published by the Arizona Department of Economic Security (DES) as the average median cost as determined by the DES market rate survey for Maricopa County (See http://arizonachildcare.org/acccost.html for recent costs). Childcare forless than full time will be prorated based on the DES average median.

5. 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:

   a. Qualified families whose income increases as a result of employment of a family member who is a person with disabilities who was previously unemployed (See definition of "Previously Unemployed") for one or more years prior to employment.

   b. Earned income in excess of income prior to the qualifying change is excluded.

   c. Qualified families whose income increases as a result of participation of a family member who is a person with disabilities in any economic self-sufficiency or other job-training program.

   d. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program. TANF includes regular monthly income and one-time benefits and/or services that total at least $500 over a six-month period.

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

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

g. Noncitizen/ineligible family members do not qualify for this exclusion.

11.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

1. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the responsible housing specialist for income verification within thirty (30) calendar days of receipt by the participant.
2. GHA Director or authorized designee shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This reconciliation shall occur as promptly as possible.
3. After the reconciliation is complete, GHA shall, if appropriate, adjust the participant's rental contribution beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, GHA shall do one of the following:

    a. Immediately collect the overpaid assistance paid by the agency;

    b. Establish a repayment plan for the resident to pay the sum due to GHA;

    c. Terminate the participant from the program for failure to report income; or

    d. Terminate the participant from the program for failure to report income and collect the overpaid assistance paid by the agency.

11.6 COOPERATING WITH WELFARE AGENCIES

GHA will make its best efforts to enter into cooperation agreements with local welfare agencies. The welfare agencies will agree:

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

12 INFORMATION VERIFICATION METHODS

GHA will verify information to confirm claimed waiting list preferences, eligibility, and level of benefits prior to admission. During occupancy, eligibility and income will also be reviewed and verified on an annual basis or whenever there is a change in household composition. For family members 18 years of age and older, income, assets, expenses, disability and student statuses and related adjustments will be verified. Social Security Numbers and citizenship/eligible non-citizen status is only required for any new family/household members who claim program eligibility. Age and relationship will only be verified in those instances where necessary to determine the of level of assistance.

An applicant may claim qualification for a ranking preference by certifying to GHA that the family qualifies for such preference(s) and must provide information needed by GHA to verify that the applicant qualifies for the preference. Admission decisions are based on the applicant's current status, not on the status on the date of the Application. Once GHA has verified that an applicant qualifies for a preference, GHA will only request additional verification if 60 calendar days have passed since the initial verification or information exists to suggest that the applicant no longer qualifies for a preference.

12.1 DOCUMENT AGE

Verification documents must be dated within 60 calendar days of certification or re-examination. If the verification is older than 60 calendar days, the source will be contacted and asked to provide information regarding any changes.

When an interim re-examination is conducted, GHA will verify and update only those elements reported to have changed.

12.2 SOCIAL SECURITY NUMBERS

Applicants who claim program eligibility shall verify their SSN by either submitting a valid, original SSN issued by the Social Security Administration, an original document issued by the federal or state agency which contains the name, SSN and identifying information of the applicant or such other evidence of the SSN as HUD may prescribe in any administrative instructions.

12.3 CITIZENSHIP STATUS

For information regarding verification of citizenship status, see Chapter 5 for details.

12.4 FREQUENCY

Household composition will be verified annually unless an interim examination is necessary. Verification of eligible immigration status and Social Security number for at least one household member will be obtained only once and must be accomplished prior to admission. If a family member has attained eligible immigration status and wishes

to apply for and be added to the family's housing benefits, the family member's eligible immigration status will be verified at the next regular re-examination. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular re-examination.

12.5 INCOME VERIFICATION

HUD requires PHAs to use the Enterprise Income Verification system (EIV) in its entirety to verify tenant employment and income information during mandatory re-examinations of family composition and income in order to reduce administrative and subsidy payment errors.

PHAs are required to access the EIV system and obtain an Income Report for each household. The PHA is required to maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual re-examinations of family income and composition. If the Income Report does not contain any employment and income information for the family, the PHA should attempt the next lower level verification technique, as noted in the below chart.

Level	Verification Technique	Ranking
6	**Upfront Income Verification (UIV)** using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	**Highest** (Mandatory)
5	**Upfront Income Verification (UIV)** using non-HUD system	**Highest** (Optional)
4	**Written Third-Party Verification** **(Includes tenant-provided documents if generated by a third party – example – check stubs, bank statements)**	**High** (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information **and** is unable to provide acceptable documentation to support dispute)
3	**Written Third-Party Verification Form**	**Medium-Low** (Mandatory if written third-party verification documents are not available or rejected by GHA; and when the applicant or tenant is unable to provide acceptable documentation)

2	**Oral Third-Party Verification**	**Low** (Mandatory if written third-party verification is not available)
1	**Tenant Declaration**	**Low** (Use as a last resort when unable to obtain any type of third-party verification)

12.5.1 HUD's EIV System

The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). This system is available to all PHAs nationwide. Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058.

All PHAs are required to review the EIV Income Report of each family before or during mandatory annual and interim re-examinations of family income and/or composition to reduce tenant under reporting of income and improper subsidy payments. EIV is classified as an UIV technique (or automated written third-party verification), which helps to identify income sources and/or amounts that the tenant may not have disclosed. This UIV technique in many instances will reduce the need to mail or fax third party verification request forms to an income source. EIV also provides various reports to assist PHAs with the following:

1. Identifying tenants whose reported personal identifiers do not match the SSA database;
2. Identifying tenants who need to disclose an SSN;
3. Identifying tenants whose alternate identification number (Alt ID) needs to be replaced with an SSN;
4. Identifying tenants who may not have reported complete and accurate income information;
5. Identifying tenants who have started a new job;
6. Identifying tenants who may be receiving duplicate rental assistance;
7. Identifying tenants who are deceased and possibly continuing to receive rental assistance;
8. Identifying former tenants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord.

12.5.2 Other Up-Front Income Verification (UIV) Sources

GHA will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate. The following is a list of other sources GHA currently uses.

1. State Wage Information Collection Agencies (SWICAs)
2. State systems for the Temporary Assistance for Needy Families (TANF) program
3. Credit Bureau Information (CBA) credit reports (PIH Notice 2010-19)
4. Internal Revenue Service (IRS) Letter 1722
5. Private sector databases (e.g. The Work Number)

Applicants and participants are still required to disclose accurate and complete information.

It is important to note that UIV data will only be used to verify a participant's eligibility for a rental assistance program and to determine the level of assistance the participant is entitled to receive. The verification will be performed only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited, and will not occur.

No adverse action can be taken against a participant until GHA has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include GHA requiring the immediate payment of any over-subsidy, entering into a repayment agreement for re-payment over time, eviction, criminal prosecution, or any other appropriate remedy.

12.5.3 EIV/UIV Privacy Requirements

In order to view income data in the EIV system, GHA will require a valid Form-HUD 9886 *Authorization for Release of Information and Privacy Act Notice* and 9887 *Notice and Consent for the Release of Information*, signed by all household members who are at least 18 years of age. Alternative consent forms are not acceptable to HUD for access to the EIV system. Form HUD-9886 notifies the signer of the authorization and purpose for collecting the information, the uses of the data, and the consequences to the individual for failing to provide the information.

EIV data will not be disclosed in any way that would violate the privacy of the individuals represented in the system.

Tenants will have access to their records upon written request and will have the opportunity to contest the contents of the information received by GHA through the HUD EIV system. If the tenant disagrees with any employment/wage information, the tenant must contest that information with the employer/income source. GHA cannot alter or modify any information in the EIV system.

Upon submission of additional documentation by the tenant showing information different than that in the EIV system, GHA will verify the information through third party verification. If the information is verified by the third party, GHA will correct its records to reflect correctly verified income information.

If the EIV information is contested by the tenant, but cannot be verified through third party verification, GHA must use the EIV income information received.

The case file must be thoroughly documented. All supporting documentation must be included in the file.

Upon written request, GHA can release EIV data to the tenant only. The tenant cannot, in writing or otherwise, give GHA permission to release the data to a third party.

File and key control procedures are in place to ensure safeguards of all data received

12.5.4 Records Retention

The EIV Income Report must remain in the tenant file for the duration of tenancy and for a period of three years from the end of participation (EOP) date or end of the tenant-related action, whichever is longer. GHA is required to maintain at a minimum, the last three years of the form HUD-50058 and supporting documentation for all annual and interim re-examinations of family income. Once the retention period has expired, the EIV Income Record can be destroyed by appropriate means. GHA policy is to retain records for four years after the conclusion of the tenancy period.

12.5.5 Written Third-Party Verification (Including Tenant-provided Documents)

An original or authenticated copy of a document generated by a third-party source dated either within the 60-day period preceding the re-examination or GHA request date may be provided to verify income. Such documentation may be in the possession of the tenant (or applicant) and is commonly referred to as tenant-provided documents.

It is the HUD's position that such tenant-provided documents are written third-party verification since these documents originated from a third-party source. GHA may, at its discretion, reject any tenant-provided documents and follow up directly with the third party to obtain any necessary verification.

Examples of acceptable tenant-provided documentation include, but are not limited to pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

GHA will obtain 30 days of current and consecutive pay stubs during the most recent 60-day period for determining annual income from wages. For new income sources or when the necessary number of pay stubs are not available, GHA will project income based on the information from a traditional written third-party verification form or the best available information.

Third-party written verifications may also be used to supplement independent UIVs described above. They will be utilized when there is a discrepancy of $200 a month or more and the participant disputes the UIV results.

When UIV/EIV, written and oral third-party verifications are not available or third parties do not respond to requests for verification, GHA will use the tenant-provided documents if they contain complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which staff reviews but cannot copy documents, staff will provide a complete and accurate written statement describing and verifying the contents of the document(s) they reviewed.

Note: Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant.

12.5.6 Written Third-Party Verification Form

If other verification methods cannot be used, GHA will attempt to obtain verification information utilizing a standardized form sent to a third-party source by GHA. The form is completed by the third-party and returned to GHA directly by the third party.

HUD recognizes that third-party verification request forms sent to third-party sources often are not returned.

HUD requires GHA to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of forms, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

12.5.7 Oral Third-Party Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation, the telephone number, and the facts obtained. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

12.5.8 Tenant Declaration

When UIV/EIV, written and oral third-party verifications are not available or third parties do not respond to requests for verification, GHA may accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file.

When any verification method other than independent UIV/EIV is utilized, GHA will document the reason for the choice of the verification methodology in the applicant/resident's file.

12.5.9 Verification Requirements

The following chart outlines the factors that may be considered when verifying information and gives common examples of the type of verification that will be sought. To obtain third-party generated verification, GHA will send a request form to the source along with a release form signed by the applicant/participant. This list is not all-inclusive. For additional guidance on verification, refer to the following document: https://www.hud.gov/sites/documents/DOC_35766.DOC

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Not allowed	Original Social Security Card, an appropriate government letter showing the number or other HUD-allowed method
Family Composition		Birth certificates, Divorce actions, Drivers' licenses, Employer records, Income tax returns, Marriage certificates, School records, Social Security Administration records, Social service agency records, Support payment records, Utility bills, Veterans Administration (VA) records
Citizenship	N/A	INS acceptable documentation
Eligible immigration status	INS SAVE confirmation #	INS acceptable documentation

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
Student Head of Household (under age 24) (Exemption for student who is a disabled person)	Certification of financial assistance from parent or guardian or other source of financial support. All income eligibility requirements (may include that of parents or guardian)	Proof of age (over or under age 24); Proof of veteran status; Proof of dependent child in household
Independent Student Status – student must have established a household separate from parents/guardians for at least one yearprior to applying for assistance (Exemption for student who is a disabled person)	IRS documentation via IRS Form 4506-T	Proof of separate residence such as lease, utility bills that are for the 12-month period before receiving assistance. Copy of tax return for previous year showing not claimed as a dependent on someone else's tax return; or a copy of the parent /guardian tax return showing the student was not claimed for the previous year
Full time student status for household member not head	Proof of registration and of semester completion – school registration and end of semester grade report	Same.
Disability **Requires periodic re-verification of the disability	Letter from medical professional, SSI, print-out of benefit amounts generated by GHA through automated link to DES, etc. EIV system verification, if available for social security disability benefits. Certification of Disability completed and signed by the medical professional	Proof of SSI or Social Security disability payments. (Note – not every disabled person will be receiving disability payments.)

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
Need for a live-in aide	Letter from health care provider (see PIH 2008-20)- knowledgeable of condition	N/A
Need for Additional bedroom for Medical Equipment	Letter from health care provider knowledgeable of condition; Size and dimensions of the equipment deemed necessary	
Victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (VAWA)	A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency; or A third-party employee, agent, or volunteer of a victim service provider, an attorney, medical professional, or a mental health professional from whom an applicant or tenant has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse and under penalty of perjury, that this individual believes that the incident of domestic violence, dating violence, sexual assault , or stalking, that is the ground for protection, and meets the requirements under VAWA. This statement must be signed by the victim and the service provider: or	All can be hand-carried.

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
	** HUD Certification Form 5382	
Childcare costs	Letter from care provider indicating amount and frequency of payment, hours of care, names of children, and if care is necessary for employment or education	Bills and receipts
Addition of family member due to adoption or custody	Court-awarded custody decree or legal adoption. In the case of an emergency placement, court supplied documentation of the necessity of placement. For guardianship, CPS letter	Same
Custodial Parent (Joint Custody 51%)	Legal court-ordered divorce custody agreement or otherlegal custody agreement, and school record proving residency	Same
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance, or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words "Medicare Rx" on it.

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
Value of and Income from Assets		
Savings, checking accounts	Letter from institution. (In accordance with EIV guidance on 3rd party verification, tenant-provided documentation (monthly statements) may be used. If review shows deposits are attributable to EIV and/or tenant-reported income, no further verification necessary. Savings account information must be included on statements.	Passbook, most current statements, Credit Bureau Report
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return, Credit Bureau Report
Personal property held as investments	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement, Credit Bureau Report

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth

Income		
Earned income	Letter from employer	Multiple pay stubs, tax return, Credit Bureau Report
Self-employed	N/A	Tax return from prior year, books of accounts, Credit Bureau Report
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence, Credit Bureau Report
Alimony/child support	Court order, letter from source, letter from Human Services, DES child support enforcement print out	Record of deposits, divorce decree, Credit Bureau Report
Social Security		Letter from Social Security no more than 60 days old, as verified by HUD computer systems.
Periodic payments (i.e., welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments, Credit Bureau Report

Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	N/A

12.6 EIV DECEASED TENANT REPORT

GHA shall generate the EIV's Deceased Tenants Report monthly shortly before disbursing HAP payments to owners to see if the system flags deceased residents. GHA shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH Notice 2010-50 or successor publications (See Section 16.1 for additional guidance on deceased Head of Household).

12.7 RESOLVING DISCREPANCIES

An EIV Income Report will be pulled from the system before annual or interim re-examinations are conducted for any family and compared with family-reported information. If the EIV report reveals an income source that was not reported by the tenant or a substantial difference (defined as $2400 or more annually) in the reported income information, GHA will:

1. Discuss the income discrepancy with the tenant; and

2. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources.

3. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, GHA will request from the third-party source, any information necessary to resolve the income discrepancy; and

4. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively*; and

5. Take any other appropriate action, which may include recovering any payments required due to unreported or underreported income.

Regarding continuing assistance or at termination of assistance, GHA will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

The tenant will be provided an opportunity to contest GHA's determination of tenant rent underpayment. Tenants will be promptly notified in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The tenant may contest the findings in accordance with established grievance procedures. GHA will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is a minimal or no disparity between tenant-reported and EIV-reported income information, GHA will obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, GHA may reject any tenant-provided documentation if GHA deems the documentation unacceptable. Documentation provided by the tenant will only be rejected for the following reasons:

6. The document is not an original; or

7. The original document has been altered, mutilated, or is not legible;

8. The document appears to be a forged document (i.e. does not appear to be authentic), or

9. The documentation calls into question or conflicts with other submitted documentation.

GHA will explain to the tenant the reason(s) the submitted documents are not acceptable and request the tenant to provide additional documentation. If at any time, the tenant is unable to provide acceptable documentation that GHA deems necessary to complete the income determination process, GHA will transmit a verification form to the third-party source for completion and submission to GHA.

If the third-party source does not respond to GHA's request for information, GHA will document the tenant file that it attempted to obtain third-party verification and that no response to the third-party verification request was received.

GHA will then pursue to verify the tenant's income using any alternative method. During eligibility or ongoing recertification/interim reviews, GHA will make the determination whether the documentation supplied sufficiently and reliably supports family claims of household income level(s). GHA reserves the right to request additional documentation.

13 RENT AND HOUSING ASSISTANCE PAYMENT

The determination of the family's share of total housing costs and the PHA's housing assistance payment (HAP) is a two-step process. When the PHA issues a housing choice voucher, it is important for the PHA to give the applicant or participant information on the maximum amount the family is expected to contribute toward housing costs and the maximum subsidy that the PHA may pay. This information is essential for a family to search and select an appropriately priced home within the voucher term.

The PHA establishes payment standards by bedroom size. Payment standards are the maximum monthly assistance payment for a family assisted in the voucher program before deducting the total tenant payment by the family (for more information, see the Payment Standards chapter). The final calculation of the family's share of the housing costs and the HAP amount cannot be completed until the family has selected a unit, because the family has the option of selecting a unit with a rent that is more or less than the PHA payment standard.

13.1 RENT REASONABLENESS *§982.507*

PHAs must ensure that rents charged by owners to Housing Choice Voucher (HCV) program participants are reasonable. The PHA must compare the rent for the voucher unit to rents for similar unassisted units in the marketplace. Ensuring rent reasonableness is very important for effective program operations. HUD regulations require that PHAs perform a rent reasonableness determination in each of the following four instances.

13.1.1 Before Executing a HAP Contract

PHA must not execute a HAP contract until it has documented that the charged rent is reasonable.

13.1.2 Before Any Increase in the Rent to Owner

Before the PHA may approve any rent increase to the owner, the PHA must determine and document whether the proposed rent is reasonable compared to similar units in the marketplace and not higher than those paid by unassisted tenants on the premises.

13.1.3 Ten Percent or More Reduction in Fair Market Rents (FMR)

A rent reasonableness determination is required when there is a ten percent decrease in the published FMR (for the unit size rented by the family) in effect 60 days before the contract anniversary date as compared with the FMR in effect one year before the contract anniversary date. An FMR will never decrease by more than 10 percent from the previous year's FMR. This provision is designed to ensure that when the market goes down by a significant amount, the PHA must reexamine rent reasonableness at the contract anniversary date, even if the owner does not propose a rent increase. When determining if this provision applies, the PHA must compare the FMR in effect 60 days prior

to the upcoming HAP contract anniversary date with the FMR in effect one year before the upcoming anniversary date.

13.1.4 If Directed by HUD

If HUD has reason to question the PHA's system or the accuracy of the determination, HUD may require the PHA to conduct rent reasonableness reviews on all or a portion of its units. In addition to the four instances cited above, the PHA may at its discretion also determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to the owner may not exceed the most recently determined or re-determined reasonable rent amount.

13.1.5 Comparability

In conducting rent reasonableness, the PHA must determine whether the rent to the owner is a reasonable rent in comparison to rent for other comparable unassisted units. In determining comparability, the PHA must consider the following factors where appropriate and practical: location, quality, size, unit type, age of the contract unit, amenities, housing services, maintenance, and utilities the owner must provide under the lease.

In making a rent reasonableness determination, GHA will compare the subject property rent to the rent of comparable units in the same or similar neighborhoods. GHA utilizes GoSection8, a web-based program, to determine rent reasonableness. GoSection8 utilizes 24 CFR §982.507 when determining whether a requested rent amount is reasonable.

Owners are invited to submit information into the GoSection8 system and correct any errors, or to include any improvements, if they disagree with a determined reasonable rent amount.

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

13.1.6 Accessibility

For the family that requires an accessible unit, a unit in close proximity to medical services, or a particular unit because of another disability-related reason, the accessible features, location, or other particulars of the unit may justify a higher rent under the rent reasonableness provisions in 24 CFR § 982.507(b)(1). For such families, the rent reasonableness determination must take those features into account. A PHA must permit a higher rent that may be necessary as a reasonable accommodation for persons with disabilities in accordance with Federal civil rights laws.

13.1.7 Assisted and Unassisted Units in the Premises

To accurately determine rent reasonableness, the PHA must exclude "assisted" units from rent comparisons. Assisted units include units occupied by voucher program participants, as well as units assisted under other federal, state, or local government programs. Units

may also be considered "assisted" due to rent control or conversion actions that trigger eligibility for a tenant protection voucher (TPV).

13.1.8 Other Owner Rent Reductions

Other units for which an owner voluntarily charges rent that are below market to some or all tenants are not considered assisted units. PHAs should consider these units when determining rent reasonableness.

13.2 PAYMENT STANDARDS

HUD allows the payment standard to be set by GHA at between 90 and 110% of the FMR without prior HUD approval.

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

13.2.1 Setting the Payment Standard (§982.503)

GHA will periodically, but at least annually after publication of the FMRs, review its determination of the payment standard as necessary in order to manage the program within budget limitations. GHA will consider budgetary limitations, vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. GHA may raise or lower the payment standard within the HUD-allowed basic range of 90 to 110% during the fiscal year, as deemed necessary to manage the program in order to serve as many families as financially possible within the budget amount and voucher baseline.

If it is determined that success rates will suffer, families are having to rent low quality units located only in poverty-impacted neighborhoods, or pay over 40% of income for rent, the payment standard GHA may request approval from HUD to increase the payment standard to a level necessary to alleviate these hardships. The objective is to allow families an adequate inventory of modest, decent, and safe housing to choose from in a variety of neighborhoods.

13.2.2 Increasing the Payment Standard

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

GHA may establish a higher payment standard of up to 120% of the FMR without HUD approval if requested as a reasonable accommodation by a family that includes a person with a disability. The higher payment standard will only be implemented after documenting in the participant's file that:

1. A rent reasonableness analysis was conducted in accordance with the HCV program regulations.

2. The family requested lease approval for the unit and requested an exception payment standard as a reasonable accommodation in writing, accompanied by a letter from a medical professional explaining what is needed in the family's residence; and

3. The unit has features that meet the needs of a family member with the disability. For example, a unit may be suitable because of its physical features or for other reasons, such as having the requisite number of bedrooms, location on an accessible transit route, or proximity to accessible employment, education, services, or recreation.
4. Payment standards will not be raised solely to allow the renting of luxury quality units.

13.2.3 Documenting a Higher Payment Standard

If a payment standard higher than 120% FMR is needed as a reasonable accommodation, after verification and approval of the request, GHA shall submit the following to HUD:

1. Note whether the family is an applicant or participant family.

2. The number of household members including a live-in aide/s.

3. The voucher size the family is issued under GHA's subsidy standards or any exception to those standards granted through a reasonable accommodation request; e.g., as a reasonable accommodation, a single-person family may be issued a two-bedroom voucher due to a need for medical equipment. GHA will consider the size of the equipment when reviewing the request, as all living and sleeping rooms must be considered insufficient to meet the need of the equipment. GHA will ask for specific size dimensions of the medical equipment that needs the extra bedroom

4. The FMR for the voucher size or unit size, whichever is smaller.

5. When either the disability or the need for the requested accommodation is not known or readily apparent, a statement from a health care provider regarding the need for the reasonable accommodation and the features of the unit (which may include its location) which meet that person's needs.

6. It is incumbent upon the family to provide documentation/proof to support the request, if not apparent, any/all information GHA deems necessary in order to make an appropriate determination. Additional questions may arise during the review.

7. The contract rent and utility allowance for the unit.

8. A statement from GHA that it has determined the rent for the unit is reasonable, and that the unit has the feature/s required to meet the needs of the person with disabilities as noted in the statement from the health care provider where such a statement is necessary (see E. above).

9. The household's monthly adjusted income.

10. Proposed effective date of the new lease or actual effective date of the lease renewal.

13.2.4 Decreasing the Payment Standard

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, GHA will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one-bedroom size may increase or decrease while another remains unchanged.

If GHA reduces its payment standard after HUD adjusts/reduces its FMRs, GHA will not reduce the assistance to current participants who continue to live in the unit they were occupying at the time of the reduction.

The payment standard to be used for the Section 8 Homeownership program will be consistent with the payment standard for the rental program.

13.2.5 Selecting the Correct Payment Standard for a Family (§982.505; PIH 2009-22; PIH 2009-44)

For the voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family unit size; or

2. The payment standard for the unit size rented by the family. A family may rent a unit size smaller than allowed on the voucher, but not larger than allowed on the voucher, unless approved for reasonable accommodation. If the family had a household composition change which resulted in a smaller unit size, the family does not have to move, but the payment standard for the correct unit size for the family will be used at the next annual recertification after the change in family composition (PIH 2009-22). The family can then make the decision whether they move, as they will be responsible for a larger rent portion.

13.2.6 Area Exception Rents

If the unit rented by a family is located in an exception rent area, GHA will use the appropriate payment standard for the exception rent area.

In the case of a decrease in the payment standard during the HAP contract term, the lower payment standard amount generally must be used to calculate the HAP beginning at the effective date of the second regular annual re-examination following the effective date of the payment standard decrease, unless at the first annual re-examination, the Landlord requires a new lease. At this time a new HAP contract must be completed and signed. This action triggers calculation under the new payment standard (982.505(c)(3).

See #3 below for details as to when a new HAPC is prepared. A new HAPC will be immediately calculated at the lower payment standard. The payment standard will be determined as follows:

1. At the first regular re-examination following the decrease in the payment standard amount, the public housing authority (PHA) shall determine the payment standard for the family in accordance with A.1. and A.2. above, and determine if the Landlord is requiring a new lease (new HAPC also required). See #3 below for details as to when a new HAPC is prepared. A new HAPC will be immediately calculated at the lower payment standard.

2. First re-examination payment standard amount: The PHA shall compare the payment standard amount from step 1 to the payment standard amount last used to calculate the monthly housing assistance payment for the family. The payment standard amount used by the PHA to calculate the monthly housing assistance payment at the first regular re-examination following the decrease in the payment standard amount is the higher of these two payment standard amounts. The PHA shall advise the family that the application of the lower payment standard amount will be deferred until the second regular re-examination following the effective date of the decrease in the payment standard amount.

3. If the Landlord is requiring a new lease, the lower payment standard will be applied. GHA prepares a new HAPC if there is a change in ownership (In accordance with Section 15 of the HAPC Tenancy Addendum). It is these actions that generate a new HAPC, and it is at these actions that the lower payment standard will be applied immediately.

4. Second re-examination payment standard amount): At the second regular re-examination following the decrease in the payment standard amount, the lower payment standard amount shall be used to calculate the monthly housing assistance payment for the family unless the PHA has subsequently increased the payment standard amount, in which case the payment standard amount is determined in accordance with paragraph (c)(4) of this section.

D. The lower payment standard will be used to determine the HAP at the second annual re-examination following the decrease in the payment standard, or at any time the family moves, unless the payment standard has subsequently increased. (Two-year rule.)

E. In the case of an increase in the payment standard amount during the HAP contract term, the increased payment standard amount shall be used to calculate the monthly housing assistance payment for the family beginning at the effective date of the family's first regular re-examination on or after the effective date of the increase in the payment standard amount.

F. At the next regular re-examination following a change in family size or composition during the HAP contract term that causes a change in family unit size and for any examination thereafter, paragraph C above does not apply.

G. If there is a change in family unit size during the HAP contract term, regardless of any increase or decrease in the payment standard amounts, the new family unit size must be

used to determine the payment standard amount for the family beginning at the first regular annual re-examination following the change in unit size.

If a family ports-in but the family household size is not consistent with the information on the port-in voucher, the family will be issued a voucher based on the current family composition. If the family has leased-up, the new payment standard consistent with the family's composition will be effective the month after the month in which GHA discovers the inconsistency

In order to help families, find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, GHA may request that HUD approve an exception to the payment standard for certain geographic areas within its jurisdiction. The geographic areas may be of any size, though generally not smaller than a census tract. GHA may request one payment standard exception area or many. A payment standard exception may be requested for all or some unit sizes, or for all or some unit types.

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

13.2.7 Applying the Annual FMR Change After Publication by HUD

GHA will use the correct Payment Standard at recertification. HUD publishes the new FMR's every year with a start date of October 1. GHA will not perform interim examinations for any recertifications completed before the date the FMR is published, or without enough advance notice to apply it to the current processing of recertification, eligibilities, ports in or unit transfers. GHA will apply the new FMR 60 days after it becomes effective for recertification and 30 days after it becomes effective for all others affected by the change.

13.3 ASSISTANCE AND RENT FORMULAS (§5.505)

Total tenant payment (TTP) is the minimum amount the family will pay toward rent and utilities and is calculated using a statutory formula and family income information. To calculate TTP, GHA converts annual adjusted income and annual income to monthly adjusted income and monthly income, respectively, by dividing the annual figures by 12. The TTP is the greater of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly income; or
- GHA's minimum rent (see minimum rent section)

13.3.1 Minimum Rent (§5.630)

HUD allows the minimum rent to be set between $0 and $50.00. GHA minimum rent is $50.00. However, if the family requests a hardship exemption, GHA will suspend the minimum rent for the family beginning the month following the family's hardship request.

The suspension will continue until GHA can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

13.3.1.1 Hardships

A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

2. When the family would be evicted because it is unable to pay the minimum rent;

3. When the income of the family has decreased because of changed circumstances, including loss of employment;

4. When a death has occurred in the family; or

5. Require a reasonable accommodation related to a family member's disability.

13.3.1.2 No Qualifying Hardship

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

13.3.1.3 Temporary Hardship

If GHA determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 calendar days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. GHA will offer a reasonable repayment agreement for any minimum rent back payment paid by GHA on the family's behalf during the period of suspension.

13.3.1.4 Long-Term Hardship

If GHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

13.3.1.5 Hardship Appeal

The family may use the informal hearing procedure to appeal GHA's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

13.3.2 Gross Rent

The gross rent represents the entire housing cost. It is calculated by adding the rent to the owner and the utility allowance for the unit. If all the utilities are included in the rent, the rent to the owner and the gross rent will be the same.

13.3.3 Maximum Subsidy

The maximum subsidy the PHA can pay in the Housing Choice Voucher (HCV) program is the payment standard minus the TTP. The PHA performs the maximum subsidy calculation at the time the family is issued a housing choice voucher. It is important for the family to know the maximum the PHA will pay while searching for a unit. The actual PHA subsidy can be calculated only after the family has selected a specific unit.

13.3.4 Impact of Size Selection on Subsidy

When a family is issued a voucher, they may select a larger or smaller unit than the family unit size listed on their voucher. If the family selects a unit with a different number of bedrooms than the family unit size listed on the voucher, the PHA must apply the payment standard and utility allowance for the smaller of the family unit size listed on the family's voucher or the unit size selected by the family.

13.3.5 Other Vouchers

GHA does not administer Merged Vouchers or Preservation Vouchers.

Manufactured Home Space Rental: Section 8 Vouchers (24CFR §982.623; §888.113(g))

1. The payment standard for a participant renting a manufactured home space is the published FMR. See 24 CFR §982.622, §982.623, and §982.624.

2. The space rent is the sum of the following as determined by GHA:

    a. Rent to the owner for the manufactured home space;

    b. Payments made to amortize the cost of purchasing the manufactured home, including taxes and insurance) any increase due to refinancing after purchase is not included); and

    c. Owner maintenance and management charges for the space; and
    d. Utility allowance for tenant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals the lesser of:

    a. The payment standard minus the total tenant payment; or

    b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

13.3.6 Prorated Assistance

For mixed-status families that include both members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligible status), assistance is prorated based on the number of household members who are citizens or eligible immigrants in relation to the total number of members in the family. See Chapter 5 for more information on citizenship and qualified immigration status.

Calculations of total annual income, adjusted income and TTP are identical for mixed-status families, including those who do not have eligible immigration status or do not contend eligible status. In order to calculate the prorated HAP and the resulting family share, the PHA must follow these steps:

1. Determine gross rent (rent to owner plus utilities) for the unit;
2. Determine the HAP amount, taking into consideration the income of all family members;
3. Determine the proration factor by dividing the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the family;
4. Multiply the HAP amount calculated in Step 2 by the proration factor calculated in Step 3 to determine the prorated HAP; and
5. Subtract the prorated HAP (Step 4) from gross rent (Step 1) to determine the family share.

There is no exception to the statutory maximum initial rent burden for mixed-status families. Accordingly, GHA will not approve a unit for which family share would exceed 40 percent of monthly adjusted income.

If a mixed-status family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. The maximum period of time assistance can continue under this provision is 18 months. GHA will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, GHA will provide additional search periods up to the maximum time allowable. See 24CFR §5.518 for additional statutory guidance.

"Suitable housing" means housing that is not substandard and is of appropriate size for the family. "Affordable housing" means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

13.4 UTILITY ALLOWANCE

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

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, GHA uses normal patterns of consumption for the community as a whole and current utility rates.

GHA reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. GHA maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with GHA Office.

GHA uses the lower of the appropriate utility allowance for the voucher size or the utility allowance amount for the unit size of the unit actually leased by the family.

At each re-examination, GHA applies the utility allowance from the most current utility allowance schedule. GHA will provide a 60-day notice to families affected by this change, for the 2014-2015 annual recertification. (2014 Appropriations Act).

For units that charge a flat fee for utilities, such as water, sewer, trash, or any combination of these utilities, GHA will use the lower of:

A. The flat fee charged by the Landlord/owner/manager, or:

B. The utility allowance for water/sewer/trash divided by 3 and multiplied by the utilities charged.
Example - $60 UA / 3 (water, sewer, trash) = $20. Family pays for water and sewer - $20 x 2 = $40 utility allowance for water and sewer.

GHA will apply the HUD published utility allowance at the recertification 60 days after the new allowances become final, or at the next annual recertification. (*e.g.*, 10/1 UA is not final until after 9/1, new allowance is effective 11/1.

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

The utility allowance will be subtracted from the family's share of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner.

The amount of the utility allowance will be paid directly to the utility company and applied to the tenant family's monthly utility bill. Any utility cost above the allowance is the responsibility of the tenant. The utility company will continue to send monthly billing statements to the tenant family. The utility payment will be sent to the utility company with the highest bill owed by the tenant family. Any other utility charges will be the sole responsibility of the tenant family.

13.5 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

GHA pays the owner the lesser of the housing assistance payment or the rent directly to owner. If payments are not made within 10 business days of when due after the first two months of the HAP contract term, the owner may charge GHA a late fee, agreed to in the HAP Contract and in accordance with generally accepted practices in GHA jurisdiction if the following conditions apply:

A. It is the owner's practice to charge such penalties for assisted and unassisted residents; and

B. The owner also charges such penalties against the resident for late payment of its share of rent to the owner.

C. GHA will not pay late fees or any other charges when payment is suspended due to the Landlord/owner/manager's failure to comply with a GHA request within the specified timeframe.

D. If GHA is at fault and makes a late payment to an owner, GHA will only reimburse actual late fees charged to the owner by the mortgage company for that given month. GHA will not pay late fees to owners that are a part of a lease between the Landlord and tenant.

E. A housing assistance payment is considered paid upon being mailed by GHA.

F. Unless otherwise terminated, the housing assistance payment contract shall end 180 calendar days after the last housing assistance payment is made.

G. If an owner receives HAP for any month in which the owner is ineligible to receive HAP because of a deceased tenant, tenant abandonment, or any other reason a unit is vacated by a Section 8-assisted family, GHA will immediately notify the owner in writing of the ineligible HAP and require the owner to repay the overpayment within 30 days. If the owner does not comply, GHA may deduct the amount due from any amounts due to the owner under any other HAP contract. If there is no other HAP contract with the owner, GHA may seek and obtain additional relief by judicial order or action in accordance with state and local laws.

In instances where a family has vacated the unit and the Landlord continued to accept the monthly subsidy payment, and the owner/Landlord/manager did not notify GHA, the owner has breached the HAP contract and GHA may exercise any of its rights and remedies under the HAP contract, or any other legal rights and remedies for such breach, including suspension of the owner/Landlord/manager from the Glendale Section 8 program.

GHA will notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by GHA to the owner may require the

owner to take corrective action, as verified or determined by GHA, by a deadline prescribed in the notice.

H. GHA requires all new owners to accept payment by direct deposit. Current owners will be placed on direct deposit status over a period of time that allows for orderly transition. GHA is currently converting active owners on a quarterly basis.

13.6 CHANGE OF OWNERSHIP

GHA requires any the owner who is a party to a HAP contract to submit a written request to change the person or entity who will receive GHA's rent payment or the physical address or bank account where the rent payment will be sent. Any ownership change due to foreclosure will only be made with a court order. (See Section 11.9).

GHA requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

A. Bill of Sale or Deed of Trust recorded with the Maricopa County Recorder's Office showing the transfer of title; and
B. Tax Identification Number or Social Security Number.

New owners will be required to provide an executed IRS form W-9. GHA may withhold the rent payment until the taxpayer identification number is received.

Owners wishing to change ownership must receive the written permission of the Housing Authority prior to assigning a HAP contract. The owner shall inform GHA of the impending change and give GHA 30 calendar days to review the prospective owner to make sure they are appropriate. The new owner shall meet the same criteria as the existing owner.

The 1099 will be issued to the owner of record.

13.7 PROTECTING TENANTS AT FORECLOSURE ACT

A. In accordance with PIH Notice 2009-52, issued December 15, 2009, GHA will continue to make ongoing HAP payments to the owner of record of a property that is in foreclosure until the ownership transfers or a court order requires a different arrangement. Upon receipt of notice that a property is scheduled to be sold at a trustee sale, GHA will only pay HAP until the date of sale., In order to continue to receive payment, the owner must provide current documentation that proves the continued ownership of the property. This documentation may include a letter from the bank stating that the property is no longer in foreclosure, or proof that the trustee sale has been postponed. In order to ensure payment is made as timely as possible, this documentation must be provided each month until the foreclosure process is complete or cancelled.

B. If a previous owner received HAP for any month, or portion thereof, in which the previous owner was ineligible to receive HAP because of a transfer of ownership, GHA will notify the previous owner in writing of the ineligibility and require the

previous owner to repay the overpayment within 30 days. If the owner does not comply, GHA may deduct the amount due to GHA from any amounts due to the previous owner under any other HAP contract. If there is no other HAP contract with the owner, GHA may seek and obtain relief by judicial order or other legal action in accordance with state and local laws.

C. If GHA makes an error which results in a late payment to an owner, GHA will only reimburse actual late fees charged to the owner by the mortgage company for that given month. GHA will not pay late fees that are a part of a lease between the Landlord and tenant.

D. Upon notice of foreclosure, GHA will comply with PIH Notice 2009-52, and will:

1. Provide notice to the Landlord or party executing the contract of the changes in law outlined in this Notice;

2. Provide notice to the Head of Household that is receiving HCV assistance of their rights as a result of the change in law outlined in this Notice;

3. Comply with all PHA responsibilities as outlined in PIH Notice 2009-52, or additional notices, rules, and guidance.

13.8 NEW OWNER INFORMATION

Ownership of properties can change under various circumstances, such as sale between owners, foreclosure, trustee sales, etc.

The new owner will assume and be responsible for all owner obligations and responsibilities to the program and to the family (See Section 2.2, Owner Responsibilities) under the HAP contract. Failure to comply with the Section 8 Administrative Plan policies, federal rules and regulations, and the HAP contract will be caused to terminate the contract, end the relationship with the Landlord, and offer the family a voucher to move.

It is the duty of the new owner to inform GHA that it is the new owner. Upon receipt of such notice, GHA will:

A. Require a Landlord briefing appointment in the GHA office;

B. Sign a new HAP contract at briefing;

C. Collect all new owner documentation, *i.e.*, title; tax ID, sales tax license, county registration as a residential rental, if out of county owner, the statement authorizing a local representative to act on the Landlord's behalf for all Section 8 issues.

13.9 HAP PAYMENTS AT CONTRACT END (982.311, HAPC, SECTION 7.F., PHA PAYMENT TO OWNER)

GHA will pay monthly HAP payments as follows:

A. Beginning when HAP contract signed and in place.

B. GHA will pay through a 30-day notice of termination. If termination falls mid-month, the HAP will be paid to the end of the month.

C. GHA will not pay HAP through the end of a 30-day notice of termination if the family is evicted by the Landlord/owner/manager. HAP will be paid based on a pro-rated amount for the days the tenant occupies the property.

D. If the tenant and landlord sign a mutual rescission to vacate and end the lease early, GHA will pay HAP based on a pro-rated amount until the date the tenant vacates the property in accordance with the agreement.

E. GHA will not pay HAP the remaining month left in the tenant's lease term if the family abandons the unit without proper notice. HAP will be paid only for the month the family abandons the unit. "Abandonment" is defined as provided in the Arizona Landlord Tenant Act.

Upon the death of a tenant, the owner is entitled to the full HAP amount for the month in which the death occurred but is not entitled to HAP for the remaining term of the lease. GHA will take all steps necessary to recoup any HAP amount paid to a Landlord after a family moves out with or without notice. In accordance with the HAP contract, if GHA determines that the owner is not entitled to the housing assistance payment, or any portion thereof, GHA, in addition to other remedies available at law, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other Section 8 assistance contract.

If the owner does not have any other units under a HAP contract, GHA may exercise any legal rights and remedies for such breach, including suspension of the owner/Landlord/manager from the Glendale Section 8 program.

14 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGES (§982.401)

HCV program regulations at 24 CFR Part 982 set forth basic housing quality standards (HQS) which all units must meet before assistance can be paid on behalf of a family and at least annually throughout the term of the assisted tenancy. There are 13 key aspects of housing quality covered by performance requirements and acceptability criteria in the HQS. The 13 key aspects of housing quality covered by the HQS include: Sanitary facilities; Food preparation and refuse disposal; Space and security; Thermal environment; Illumination and electricity; Structure and materials; Interior air quality; Water supply; Lead-based paint; Access; Site and neighborhood; Sanitary condition; and Smoke Detectors.

A. Housing Quality Standards (HQS) establish the minimum criteria for the health and safety of program participants. HQS standards are required both at initial occupancy and at least annually during the term of the lease.

B. Newly leased units must pass the initial HQS inspection before the beginning date of the assisted lease and HAP contract. GHA will not allow a family to move into a unit with assistance until the unit passes an HQS inspection.

C. Qualified Inspector

An HQS inspector or other party designated by GHA may conduct the inspection. All inspectors must be trained in HQS inspection requirements and must complete inspections in accordance with federal regulations and local standards.

D. GHA has additional, and in some cases higher standards than the federal HQS for units on the Glendale Section 8 program. GHA will apply local standards, and city, and county codes in establishing the minimum criteria and performing inspections process. GHA's additional standards include:

1. Wall and door damages - A unit will fail an inspection if there is any damage to a wall or door that needs to be repaired, regardless of the size of the damage. In order to pass the re-inspection, the repaired area must match the surrounding surface in color, texture, and sheen.

2. HQS standards apply to the building and complex, as well as the unit. In addition to HQS, building exteriors and the surrounding property must meet City Code.

3. A unit may fail an inspection for housekeeping deficiencies. Housekeeping deficiencies include:

   i. Unsanitary or unclean conditions;

   ii. Heavily soiled carpeting/flooring;

   iii. Trash strewn on the interior/exterior of the unit, or the garage floor;

   iv. Infestations of bugs or insects, including bed bugs; or

   v. Personal items strewn in and around the unit;

4. Windows must have permanently affixed lock. If a lock on a window can be removed, it must be replaced with the original type lock. Thumb locks, or other removable locks are not acceptable when used to replace a broken lock, the original lock must be repaired or replaced. If the windows are old or outdated and the lock cannot be replaced with a like lock or repaired, then a removable lock is acceptable.

5. The door leading from the garage to the interior of the dwelling unit must have a lock.

6. Any item not required by federal regulation, but that is provided as part of the rental agreement, i.e. microwave or garage door, must operate properly in order to pass an inspection.

E. The family must allow GHA to inspect the unit at reasonable times with reasonable notice. (24 CFR 982.551(d)). Inspections will be conducted on business days only. Reasonable hours to conduct an inspection are during normal business hours. Landlords and Participants are given a four-hour window of time when an inspection will be conducted.

F. The family and owner will be notified of the date and time of any inspections using available contact information which may include mail, phone, email, or text messaging.

G. An adult member of the household (18 years or older) must be present for any inspection. GHA will not enter a unit for inspection unless an adult is present. If the only person present for the inspection is under the age of 18, GHA will reschedule the inspection.

H. Animals must be restrained at all times during the inspection to avoid contact with the inspector. Failure to comply will result in a failed inspection.

I. When a unit fails an annual or special inspection for HQS deficiencies, it is the responsibility of the tenant to correct the deficiencies, and to ensure that GHA can access the unit for a reinspection, regardless of any independent agreement made between the Landlord and the family.

J. If a unit fails two consecutive inspections due to HQS violations, GHA will proceed with abatement and cancelling the contract for Landlord deficiencies, and the termination of assistance for family deficiencies.

K. If, for any reason, GHA is unable to access the unit, or any part of the unit, to conduct the reinspection of a previously failed inspection, GHA will fail the unit and will proceed with the abatement and contract termination, or the termination of assistance, depending on whose responsibility it is to correct the deficiencies. If the unit initially failed only for Landlord deficiencies, the tenant may be given a voucher to move (See Section 12.9).

14.1 TYPES OF INSPECTIONS

HQS inspections are conducted by GHA staff to ensure that potential and current HCV housing units meet the minimum performance and acceptability criteria for each of the 13 key housing quality aspects. There are several types of inspections GHA will perform:

A. Initial Inspection - Initial Inspections occur when a voucher holder indicates to GHA that they desire to lease a specific housing unit. The unit must pass the initial inspection before the lease and housing assistance payments (HAP) contract are signed and any payments can be made. An inspection that must take place to ensure the unit passes HQS before assistance can begin, or before an assisted family can move into a different unit.

B. Annual Inspection - Annual Inspections occur once a year on housing units that are currently under lease by an HCV participant family. Annual inspections ensure that HCV housing units continue to meet HQS throughout the tenancy of the HCV participant family.

C. Special Inspections - Special Inspections may be complaint inspections or quality control inspections. Complaint inspections occur when a tenant, owner, or member of the public complains about the condition of an HCV housing unit. Quality control inspections examine a sample of housing units within GHA's jurisdiction each year and occur throughout the year.

D. Emergency - An inspection that takes place in the event of a perceived emergency that could result in life-safety issues. Emergency inspections will take precedence over all other inspections.

14.2 OWNER AND FAMILY RESPONSIBILITY (§982.404)

14.2.1 Owner Responsibility for Initial Inspections.

Initial inspections must be scheduled timely in order to accommodate the family. No unit will be placed in the program until the unit meets the HQS requirements. Once the Request for Tenancy Approval has been processed and all required Landlord documentation has been received and accepted, GHA will schedule a timely inspection of the unit on the date the owner indicates that the unit is ready for inspection or as soon

as possible thereafter (within 5 working days of the date the unit is made available). The owner and participant will be notified in writing of the results of the inspection.

1. The landlord or landlord's agent must attend the initial inspection. GHA will not enter a unit to conduct the initial inspection if the owner or designee is not present.

2. All utilities must be turned on in the unit for the initial inspection. The Landlord/owner/manager cannot require the family turn on the utilities for the purpose of the initial inspection. Along with a voucher, the participant family is given documentation which must be given to the prospective Landlord/manager, notifying them of the utility requirement. GHA will verify with the Landlord that the utilities are on, and that the property is vacant prior to scheduling the initial inspection, unless the family is newly eligible and leasing in place. If a tenant moved in prior to the inspection being conducted, GHA will not pay rent until the unit passes inspection, provided all other qualifying criteria are met.

3. If the inspector enters the unit and finds any or all of the utilities are off, the inspection will cease, and the unit will fail in full. If the Landlord schedules a re-inspection and the utilities are on, the full inspection of the unit will be completed. All additional items will be inspected at that time. If the unit is not vacant, the inspection will not be conducted, and the unit will fail (newly eligible family leasing in place is exception).

4. GHA encourages prospective tenants to attend the initial inspection. GHA will not approve a Request for Tenancy Approval if the owner/landlord/manager refuses to allow the prospective tenant to attend the inspection.

14.2.2 Owner Responsibility for HQS for Units Under Contract

1. The owner must maintain the unit in accordance with HQS.

2. If the owner fails to maintain the dwelling unit in accordance with HQS, GHA will take prompt and vigorous action to enforce the owner obligations. Action may include notifying the owner of the violation and providing owner an opportunity to cure. GHA may also take other action(s) to remedy any breach of the HQS, including, but not limited to, termination, suspension, abatement, or reduction of housing assistance payments and termination of the HAP contract.

3. GHA will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by GHA and GHA verifies the correction, or the correction has been self-certified and reported to GHA by the specified due date.

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible.

5. The Landlord/manager/ owner must notify GHA of any knowledge of family violation with HQS.

6. The tenant cannot act as the agent for the Landlord. If the Landlord does not attend an inspection, the Landlord relinquishes the right to request reassignment of responsibility for the cure of any HQS deficiency or dispute any negative action, including abatement of the payment, resulting from a failed inspection or reinspection.

7. Nothing in this section precludes the landlord from enforcing the lease, or seeking any costs associated with the repair of an HQS deficiency from the tenant.

8. GHA will not recognize or be bound by any agreements, written or otherwise, between tenant and landlord where the landlord assigns responsibility for landlord maintenance or compliance with HQS to the tenant. GHA will hold the party responsible for HQS compliance liable for any violation regardless of any separate agreement.

9. If, for any reason, GHA is unable to access the unit to conduct the reinspection of a previously failed inspection, GHA will fail the unit and will proceed with the abatement/contract termination. If the unit initially failed only for Landlord deficiencies, the tenant may be given a voucher to move (See Section 12.9).

14.2.3 Family Responsibility for HQS (§982.404)

1. The family is responsible for a breach of the HQS that is caused by any of the following:

   a. The family fails to pay for any utilities that the tenant is required to pay;

   b. The family fails to provide and maintain any appliances that is the responsibility of the tenant;

   c. The family fails to allow the Landlord, the Landlord's agent, or contractor reasonable access to the unit to complete repairs, or;

   d. Any member of the household or a guest damages the dwelling unit or premises.

2. If an HQS breach caused by the family is life threatening, the family must correct the violation within 24 hours. Non-life threatening HQS violations caused by the family must be corrected within 30 calendar days (or any GHA-approved extension), or no later than the reinspection scheduled by GHA. GHA will take prompt and vigorous action to enforce the family obligations. GHA may terminate assistance for the family in accordance with 24 CFR §982.552.

3. It is the responsibility of the family to ensure GHA has access to the unit, in its entirety, to conduct any necessary inspections.

4. If GHA cannot access any portion of the unit, the unit will fail the inspection. Upon re-inspection, if the portion of the unit previously inaccessible fails for continue

inaccessibility or any additional items such as tenant damages, GHA will proceed with the termination process.

5. An adult member of the household must be present for scheduled annual inspections. However, an adult representative of the tenant need not appear for an annual reinspection if the violation of an HQS is solely caused by the landlord.

   a. Annual Inspection: If the family fails to appear or refuses to allow the inspector access to the unit to conduct any scheduled inspection, GHA will schedule one more inspection. If the family fails to participate, and/or refuses to allow access a second time, the family will have violated a Family Obligation and their assistance will be terminated.

   b. Re-inspections: If the breach of the HQS is caused and must be repaired by the family, and the family fails to provide access to the unit for a reinspection or fails to properly perform the repair, the family will have violated a Family Obligation and their assistance will be terminated.

6. An adult member of the household must be home during the time of any scheduled inspection. If no adult member of the household is present and GHA cannot conduct the inspection, the family will violate a family obligation and the unit will fail the inspection.

7. GHA will not continue to assist families who repeatedly fail HQS inspections for property damage, failure to maintain utilities, and/or housekeeping issues.

14.3 HOUSING QUALITY STANDARDS (HQS) (24 CFR §982.401)

This Section provides performance and acceptability requirements for the 13 key aspects of the HQS. The requirements can be found in 24 C.F.R. Subpart I, Section 982.401.

14.3.1 Sanitary Facilities

1. Performance Requirements

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

2. Acceptability Criteria

   b. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

   c. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

d. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

e. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

14.3.2 Food Preparation and Refuse Disposal

1. Performance Requirements

   a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

   b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

   a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

   b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

   c. The dwelling unit must have space for the storage, preparation, and serving of food.

   d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

14.3.3 Space and Security

1. Performance Requirement

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

2. Acceptability Criteria

a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

14.3.4 Thermal Environment

1. Performance Requirement

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

2. Acceptability Criteria

   a. There must be a safe system for heating and cooling the dwelling unit. The system must be in proper operating condition. The system must be able to provide adequate heat and cooling, either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

   b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

14.3.5 Illumination and Electricity

1. Performance Requirement

   a. Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

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

14.3.6 Structure and Materials

1. Performance Requirement

   a. The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

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

14.3.7 Interior Air Quality

1. Performance Requirement

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

2. Acceptability Criteria
   a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
   b. b. There must be adequate air circulation in the dwelling unit.
   c. c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.

d. d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

14.3.8 Water Supply

1. Performance Requirement
   a. The water supply must be free from contamination.
2. Acceptability Criteria
   a. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

14.3.9 Lead-Based Paint

1. Performance Requirement
   a. The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.
2. Acceptability Criteria
   a. The requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied or expected to be occupied by families with children under six years of age, excluding zero-bedroom dwellings.
   b. During initial and regular inspections of pre-1978 units that are occupied or expected to be occupied by families with children under 6 years of age, the inspector must conduct a visual assessment for deteriorated paint surfaces and the owner must stabilize or abate deteriorated surfaces. Applicable areas include painted surfaces within the dwelling unit, exterior painted surfaces associated with the dwelling unit, and common areas of the building through which residents must pass to gain access to the unit and areas frequented by resident children under six years of age, including play areas and child care facilities.
   c. For units occupied by environmental intervention blood lead level (lead poisoned) children under six years of age, a risk assessment must be conducted (paid for by GHA), and the owner must complete hazard reduction activities if lead hazards are identified during the risk assessment.

14.3.10 Access

1. Performance Requirement
   a. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide

an alternate means of exit in case of fire (such as fire stairs or egress through windows).

14.3.11 Site and Neighborhood

1. Performance Requirement

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

2. Acceptability Criteria

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

14.3.12 Sanitary Condition

1. Performance Requirement

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

2. Acceptability Criteria

   a. The dwelling unit and its equipment must be free of vermin and rodent infestation. This includes pet urine or feces.

14.3.13 Smoke and Carbon Monoxide Detectors

1. Performance Requirement

   a. a. Except as provided in subparagraph (b) below of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by a deaf or hard of hearing person, smoke detectors must have an alarm system, designed for deaf or hard of hearing persons as specified in NFPA 74 (or successor standards).
   b. b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required

subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

c. c. For any unit that uses gas, at least one carbon monoxide detector must be installed on each floor of the home, including any basement. Carbon monoxide testers must be installed inside or directly outside of each bedroom or sleeping area.

14.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

GHA has received HUD approval to require the following additional criteria:

A. In each bedroom, there will be at least one exterior window that can be opened.

B. Adequate heat shall be considered to be 68 degrees.

C. In units where the resident must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

D. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 12 inches of the floor.

14.5 CORRECTIONS OF HQS VIOLATIONS AND TIME FRAMES FOR CORRECTIONS

14.5.1 HQS Violations Found at Initial Inspections

For deficiencies noted during the initial inspection, GHA has the discretion to allow time for the repairs, if allowing such time will not impede the progress of the family moving into an approved unit.

If the repairs cannot be completed timely, GHA will not give the Landlord any additional time to correct the deficiencies and will advise the family to select another unit.

There will be no extension of the time to use an issued voucher to await repairs. Any delay will not cause GHA to change the family's priority for scheduling a move.

For an initial inspection, GHA has no authority to require correction of any HQS because the unit has not yet been approved. If the Landlord refuses to correct aa violation of HQS, the family must locate a different unit and submit another Request for Tenancy Approval.

14.5.2 Responding to Non-Emergency HQS Violations for Units under Contract

A. If the tenant or a government official reports a condition that is not life-threatening, the repair must be conducted within 30 days and GHA will conduct a special inspection will be scheduled within 15 days of when GHA received notification (§982.405 (g)).

B. GHA will automatically schedule the reinspection date. The letter notifying the family of the failed inspection will include the date and time of the reinspection. GHA will schedule the reinspection as close to the end of the 30-day cure period as the schedule permits.

C. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner that are inoperable must be completed within 72 hours.

D. If the owner fails to correct the HQS violation after proper notification has been given, GHA will prorate or cancel payment and terminate the contract in accordance with Chapters 13 and 18.

E. If the family fails to correct the HQS violation that are family-caused after proper notification has been given, GHA will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0.

14.5.3 Extensions Only for Units Under Contract

A tenant or landlord may request an extension to correct HQS violations if additional time is needed. At the sole discretion of GHA, extensions for a specified period of time may be granted to correct HQS violations, as long as a good faith effort was made to initiate the repairs in advance of the scheduled reinspection date, and there is good cause for any delay. If an extension is granted, GHA will pay the housing assistance payment to the Landlord on behalf of the tenant.

GHA, may grant an extended extension to the Landlord beyond if a repair is extensive, and the tenant wishes to remain in the unit. However, GHA will not pay the subsidy on behalf of the Tenant for any period beyond the initial 30-day extension, until the unit passes the reinspection and the Landlord will not be entitled to missed HAP payments when the violation is cured.

Appropriate extensions will be granted if a severe weather condition exists according to weather authorities for the area during pendency of corrective actions for exterior painting and outside concrete work for porches, steps, and sidewalks, or if the owner is diligently working to correct a defect that does not negatively affect the family's ability to comfortably reside in the unit.

14.5.4 Responding to Emergency HQS Violations for Units under Contract

A. If the tenant or a government official reports a condition that is life-threatening, the repair or corrective action must occur within 24 hours and the special inspection will be scheduled within 24-hours of the notification (§982.404(f)(g).

B. HQS violations that create life-threatening conditions require a reinspection at the end of the 24-hour period, unless the notification occurs on a weekend, or holiday, or during an office closure, in which case the reinspection will be conducted the next business day.

C. Failure to repair or correct a life-threatening HQS violation and pass the scheduled reinspection will be grounds for immediate termination of assistance for a tenant, and immediate suspension of payment of the rent subsidy to an owner and termination of the HAP Contract. If the failed inspection is due to a Landlord violation of the HQS, the family will be issued a voucher to move. If the family chooses to remain in the unit, assistance will terminate immediately.

D. If the family fails to participate in the reinspection under this subsection the assistance will terminate. If the landlord fails to participate in the reinspection, the rent subsidy payment will be immediately suspended, and the HAP Contract will be immediately terminated. The family may then vacate the unit.

14.6 LIFE-THREATENING HQS VIOLATIONS

The following items are to be considered examples of life-threatening HQS violations that must be repaired within 24 hours:

A. No hot or cold water

B. No electricity

C. No gas services

D. Inability to maintain adequate heat or cooling

E. Major plumbing leak

F. Mold

G. Natural gas, propane, or LP gas leak

H. Broken lock(s) on first floor doors or windows

I. Broken windows that allows weather elements into the unit or allows heat or air-conditioning to escape

J. Electrical outlet smoking or sparking

K. Exposed electrical wires which could result in shock or fire

L. Unusable toilet when only one toilet is present in the unit

M. Security risks such as broken doors or windows that would allow trespassing

N. Blocked egress

O. Missing or non-working smoke or carbon monoxide detectors. A working smoke detector must be mounted properly on the wall or ceiling. The detector cannot be "chirping" during the inspection. A carbon monoxide tester must be mounted on the outside of each separate sleeping area in the vicinity of the bedroom, on all one-and two-level dwelling units

P. Exposure to the lead-based paint

Q. Other conditions which pose an immediate threat to health or safety, including extreme unkempt housekeeping. Unacceptable housekeeping conditions that are repeated for at least two consecutive annual or special inspections, or a combination of inspection types, can result in termination of assistance. Extreme unacceptable housekeeping conditions are defined as:

R. Trash strewn on the interior/exterior of the unit, or the garage floor area;

S. Floor area covered by either personal belongings, clothing, toys, trash which make walking through the area difficult or dangerous;

T. Unclean bathroom/toilet area causing unsanitary conditions;

U. Broken built-ins such as cabinets, cabinet doors or drawers, or appliances;

V. Appliances with unacceptable amounts of grease (fire hazard) or food spills;

W. Exterior patio or backyard area in a condition that would fail a code inspection.

X. Excessive belongings stored in the unit that would be consistent with "hoarding" conditions.

Y. Additional conditions as discovered during the inspection that are GHA determines are a health and safety violation causing an unsanitary living environment, including pet urine and feces.

14.7 ABATEMENT FOR NON-LIFE-THREATENING HQS VIOLATIONS (§982.404(A)(3), 985.3(F)

A. When a unit fails to meet HQS due to Landlord violations, and those violations are not life-threatening, the Landlord will be notified of the failed inspection and provided a list of deficiencies that must be corrected in order to pass the reinspection. The Landlord is also notified of the reinspection date and HAP Contract termination dates if the unit does not pass the reinspection.

B. When the unit fails HQS due to such Landlord violations, it is the Landlord's responsibility to ensure the inspector can access the unit for the reinspection.

C. Payment of the rent for the dwelling unit will be suspended the day the unit fails the reinspection, or the date the reinspection was scheduled to occur, if such reinspection fails to take place. If the Landlord fails to secure access to the unit a second time, GHA will terminate the HAP Contract and the family will be given a voucher to move.

D. The HAP Contract shall terminate 60 days from the date the abatement was due, or the reinspection date was missed to minimize the hardship on the Tenant. If the termination date falls in the middle of the month, the contract will terminate at the end of that month.

E. Upon failure of the Landlord to correct the deficiencies within the specified timeframe, a Notice of Termination of Housing Assistance Payment Contract (hereafter, Notice) will be sent to the owner. The Notice will state the reason for the termination, payment abatement, and the HAP Contract termination date. The abatement will continue until the HAP contract terminates.

F. The Notice will also advise the Landlord that if the deficiencies are corrected and the unit passes a reinspection prior to the HAP Contract termination date, GHA will lift the abatement effective the day the unit passes the reinspection.

G. Rent is not paid for days a unit is in abatement. If the unit is in an abated status, payment will be made on a pro-rated basis once the unit passes the reinspection, so long as the tenant remains in the unit and is eligible to receive assistance. Once an abatement is lifted, rent payments will be issued for the pro-rated amount during the next regularly scheduled check run.

H. Once the payment is abated, it is the Landlord's responsibility to call the office and schedule a reinspection. GHA will schedule the reinspection as early as the inspector's schedule permits.

I. If the Landlord is permitted to self-certify that the HQS violations have been repaired, and if the signed self-certification is not submitted within the allowable timeframe to have the deficiencies corrected, abatement and HAP contract termination will occur immediately upon the expiration of the self-certification period.

J. GHA will not pay late fees, or any other charges, resulting from late payments due to failed HQS inspections.

K. At the time GHA provides the owner with the Notice, GHA will also advise the family that if deficiencies are not corrected by the owner within the timeframe given by GHA, the family may be issued a voucher to move.

L. If the Landlord fails to correct the HQS violations, but the Tenant also has committed HQS violations that have not been corrected causing the unit to fail the reinspection, the Tenant will not be issued a voucher to move.

M. For tenant caused HQS violations, the Landlord will not be held accountable and the rent will not be abated. The tenant is held to the same standard for correction of violations as landlords. If repairs are not completed by the deadline, GHA will send a notice of termination to both the tenant and the Landlord. The tenant will be given the opportunity to request an informal hearing.

14.8 VERIFY CORRECTION OF HQS DEFICIENCIES §982.404(A)(3)

24 CFR §982.404(a)(3) states a PHA must verify corrections are made. HUD has clarified that PHAs are not limited verifying the correction by performing reinspection's only. GHA may allow for owner certification of correction of violations of HQS that are not life-threatening.

A. Life-Threatening HQS Violations GHA will reinspect the unit within 24 hours to verify that corrections have been made and the life-threatening defect has been resolved.

B. Utility/water shut-off will not require a reinspection if the Landlord or Tenant provides proof that the utilities have been restored before the expiration of the 24-hour deadline.

C. If the 24-hour reinspection date falls on a weekend or holiday, the reinspection will be conducted the following business day.

14.8.1 Self-Certification of Corrections

A. GHA may accept self-certification based on the number and severity of the violation(s). However, self-certification will not apply to:

i. HQS violations by new landlords. New Landlords must complete a one-year lease and be in good standing.

ii. Initial Inspections

B. The following minor HQS violations may be subject to self-certification of correction:

i. Electrical

1. Missing outlet cover
2. Missing light bulbs in fixture
3. Missing light fixture cover

iii. Security

1. Missing Interior door striker plate
2. Missing or damaged interior door frame
3. Missing or damages interior doorknob

iv. Windows

1. Missing or damaged window weatherization
2. Cracked or chipped window

v. Ceiling

1. Missing ceiling tiles
2. Hole in ceiling

vi. Walls

1. Minor hole in wall
2. Other visual wall damage that is not a life-threatening violation

vii. Stove/Oven

1. Missing light bulb in vent hood
2. Missing or dirty screen in vent hood
3. Missing knobs on electric stove (gas appliances cannot be self-certified)
4. Inoperable burner on electric stove (gas appliances cannot be self-certified)
5. Defective oven door seal on electric oven (gas appliances cannot be self-certified)

viii. Refrigerator

1. Missing kick plate
2. Missing parts not affecting the operation of the appliance (handle, shelves)

ix. Sinks

1. Missing knobs, provided both hot and cold water can still be turned off and on
2. Low water pressure
3. Inoperable kitchen garbage disposal
4. Clogged sink drain (must have at least one other operable sink or cannot be self-certified)
5. Damaged area under sink from previous leak (If mold present, cannot be self-certified)
6. J-Trap leak

x. Toilet

1. Missing seat
2. Low water pressure
3. Missing flush handle, provided toilet can still be flushed
4. Leak that causes tank to continually run to refill
5. Clogged toilet (must have at least one other operable toilet or cannot be self-certified.)

xi. Shower/Tub

1. Low water pressure
2. Missing or broken shower head, provided the unit has at least one other operable shower or tub
3. Missing tub knobs, provided both hot and cold water can still be turned off and on
4. Clogged drain (must have at least one other operable tub or shower or cannot be self-certified)

xii. Ventilation

1. Inoperable vent fan in bath or kitchen, provided the lack of ventilation does not cause mold or smoke to accumulate

xiii. Gutters

1. Missing downspout
2. Gutter in need of repair (if gutter in such disrepair that it could fall off, cannot be self-certified)

xiv. Heating/Cooling

1. Dirty air filters

14.8.2 Self-Certification Quality Control

GHA will check a portion of the self-certified corrections through the HQS Quality Control process. If other violations were discovered during an HQS inspection that cannot be

self-certified, the unit must have a reinspection. Upon reinspection, the inspector will check all corrections to verify that the HQS violations was completely corrected.

14.8.3 Failure to Self-Certify or Falsification of Certification

If a Landlord or Tenant fails to timely self-certify an HQS violation has been corrected, such failure will be treated the same as if an owner fails to make a repair in a timely manner.

All procedural requirements for abatement and termination apply to self-certified inspections.

If an owner provides a self-certification and it is discovered that the correction was not completed, GHA will treat such misrepresentation as a failure to correct the defect. If the Landlord thereafter corrects the deficiencies and remains in the program, the Landlord will be barred from providing future self-certification until otherwise determined by GHA at GHA sole discretion.

14.9 INSPECTIONS AND BED BUGS

GHA inspectors are not certified to inspect for or identify bed bugs. If an HCV family believes that their residence has bed bugs, the family should first review the lease to determine who is responsible for pest control and then contact the Landlord. If the issue is not resolved between the tenant and the landlord, GHA will conduct a special inspection if it is believed bed bugs may exist and determine how long the family has resided in the unit. Unless the Landlord can demonstrate that the unit was professionally inspected and deemed bed bug free prior to the tenant's move in, or if the tenant has occupied the unit less than 60 days, GHA will consider the HQS violation the fault of the Landlord. . If the family has resided in the unit more than 60 days, GHA will assume the HQS is the fault of the tenant, unless the language in the Lease provides otherwise.

In either event, Tenant is required to cooperate with the bedbug treatment and elimination process. Failure to cooperate with the Landlord and ant pest control service will result in the termination of assistance, regardless of who was originally deemed responsible for the infestation.

15 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES

This Section only applies to HAP contracts in effect before October 2, 1995. Voucher contracts in effect before October 2, 1995 have a provision for damages and unpaid rent. Damages and unpaid rent are paid to the Owner in certain situations.

Damage claims for contracts in effect before October 2, 1995 are limited in the following manner:

A. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus the greater of the security deposit collected or the security deposit that should have been collected under the lease.
B. There will be no payment for vacancy losses under the Voucher Program.
C. No damage claims will be paid for contracts that became effective on or after October 2, 1995.

15.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995 UNITS

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed for vouchers) after the tenant has vacated the unit or a proper eviction proceeding has been concluded in the owner's favor.

Damage Claims will not be processed unless GHA has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Owner claims for damages and unpaid rent are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if a claim is supported by credible evidence. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

GHA will make payments to owners for approved claims. If the claim is approved, the tenant is liable for the amount of any damages, unpaid rent, and vacancy loss (if applicable) paid to the owner and must make arrangements to repay GHA to remain eligible for the Section 8 Program.

Bills and receipts for repairs, including the costs of materials and labor, must be submitted to GHA in support of claims for damages. GHA will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owed by the tenant up to the date of HAP termination.

All claims and supporting documentation under this Section must be submitted to GHA within thirty (30 calendar) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

15.2 PARTICIPANT RESPONSIBILITIES

Tenant shall repay GHA for any damage claim by either paying the full amount due immediately upon GHA demand or through a Repayment Agreement approved by GHA.

If the participant defaults on any Repayment Agreement or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing for such termination.

16 ANNUAL RE-EXAMINATIONS

GHA must reexamine the income and composition of HCV families at least annually. The results of the re-examination will be used to determine: (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

A family's failure to comply with GHA's re-examination requirements is grounds for terminating assistance.

16.1 CHANGES IN INCOME BETWEEN ANNUAL RE-EXAMINATIONS

Families are required to report changes in income within 10 days of their income change. GHA will not require an interim re-examination for increased income between annual re-examinations. Families are not required to report increases in income throughout the year.

16.2 CHANGES IN FAMILY COMPOSITION BETWEEN ANNUAL RE-EXAMINATIONS

Changes in family composition must be approved by GHA.

As part of this interim re-examination, GHA is still required to verify eligibility of the new member, including social security number, criminal background, and citizenship, and submit a HUD-50058, including any applicable deductions, with the new household member's information. The standards outlined in Chapter 5 apply to requests to add additional household members.

If the individual is found to be ineligible or does not pass the screening criteria, he/she will be provided the reason for the rejection of his/her application in writing and the household will be given an opportunity for an informal review.

If the basis for rejecting the request is because the individual is an ineligible noncitizen, but otherwise passes the background check and the family wishes to pursue adding the individual to the household but not receive benefits for that individual, complete income verification will be required.

A family will not receive approval to add a family member(s) if it causes an HQS violation for over-crowding. In this case, the family must wait until the annual re-examination to add household members to the family, at which time GHA will evaluate whether to increase the unit size to include the new household member.

Before processing a request to add an adult member to the household, the family must provide written confirmation from the Landlord agreeing to add the person. These are two separate actions. One approval does not constitute approval by the other.

16.3 RE-EXAMINATION DATE

A family's annual re-examination date will be the first day of the month in which their contract began.

16.4 RE-EXAMINATION PROCESS

GHA will accommodate the re-examination process in-person, by phone, mail, or through other electronic means. Notification to the family regarding the required re-examination can be provided by U.S. mail or electronic mail, if the participant has expressed a preference and has a valid email address on file with GHA.

Families will be notified a minimum of 60 days prior to the annual re-examination date and provided with all of the following:

A. Due date for all required forms and documentation which shall be 30 days before the re-examination date

B. Required forms that must be completed

C. Required documentation for income verification

D. How to request assistance completing forms or obtaining documentation

E. How to request a reasonable accommodation, such as a home visit, to complete the annual re-examination.

16.5 IN-PERSON INTERVIEWS

GHA may select a random sample of families in any given month to conduct a mandatory in-person interview but is not required to do so. GHA may require a family to appear in person for circumstances where additional information or explanation is necessary to complete the annual recertification.

16.6 COMPONENTS TO BE REVIEWED/UPDATED AT ANNUAL RE-EXAMINATION

1. Except as provided in item 2 below, GHA 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:
    a. Reported family annual income;
    b. The value of assets;

c. Expenses related to deductions from annual income; and
d. Other factors that affect the determination of adjusted income.

2. For a family with net assets equal to or less than $5,000, GHA will accept a family's declaration that it has net assets equal to or less than $5,000, without taking additional steps to verify the accuracy of the declaration.
    a. The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income.
    b. GHA must obtain third-party verification of all family assets every 3 years.

16.6.1 Release and Consent

GHA must obtain updated HUD-9886 signed by all adult household members.

16.6.2 Changes in Family Composition

Review and update the voucher size on the HUD-50058. If household size increases, the family may be overcrowded in their current unit.

16.6.3 Utility Allowance

Verify that the utility allowance is correct based on lower of voucher size or unit size and using GHA's current Utility Allowance Schedule.

16.6.4 Payment Standard

Verify that the payment standard is correct based on lower of voucher size or unit size and using GHA's current Payment Standard Schedule.

16.7 SUBSIDY DETERMINATION

Upon verification of all information GHA will determine the family's annual income, calculate the family's subsidy, and rent obligation, and provide written notice of subsidy determination.

16.8 EFFECTIVE DATE OF RENT CHANGES

Any change in the family's subsidy or rent obligation will generally be effective 30 calendar days from the date of the written notice of subsidy determination.

If the subsidy determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-calendar day notice of the amount. Any rent reduction will be effective on the first of the month, for the 1st month after GHA completes its review.

If the family caused the delay, any rent increase or decrease in the rent subsidy shall take effect on 1st of the month in the new lease term.

If the rent subsidy is reduced to zero ($0) because of an increase in income, the family will be sent a notice that the subsidy has been suspended and the contract and assistance will be terminated. The family may apply for a rent subsidy after 180 days if its income again changes.

16.9 FAILURE TO RESPOND

If the family fails to respond to the request for re-examination documents by the due date established, a second notice will be sent and an in-person interview on a specified date and time may be required. If an in-person interview is required, the family must notify GHA a minimum of 24 hours prior to the appointment date/time if they need to reschedule. The notice will also advise that failure by the family to provide the required documents or attend the in-person appointment will result in termination of the family's assistance. If there is no response to the second notice, a termination notice will be issued to both the family and the owner. The termination notice will inform the family of its right to request an informal hearing to appeal the termination of benefits.

16.10 FAMILIES WITH 90% FIXED INCOME

It is the policy of GHA to utilize the HUD approved streamlined annual re-examination process for income evaluation for families with an unadjusted income consisting of 90 percent or more from fixed income sources as approved in PIH2016-05. This process allows for verifying and adjusting fixed income sources over a three-year cycle.

16.10.1 Definition of Fixed Income Sources

For the purposes of streamlined income determinations for fixed income families, HUD defines fixed income to mean periodic payments at reasonably predictable levels from one or more of the following sources:

A. Social Security, Supplemental Security Income, Supplemental Disability Insurance

B. Federal, state, local, or private pension plans

C. Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts

16.10.2 Three-Year Review Cycle

GHA must fully reverify and recalculate both fixed and non-fixed income sources every three years. In the initial year of a three-year cycle, GHA will complete an annual income determination consistent with all applicable HUD regulations and guidance.

In the second and third year of the three-year cycle, GHA will obtain from the family a certification that their fixed income sources have not changed, and that the family's income is still made of at least 90 percent from fixed income sources.

For non-fixed income sources, the family will have the option of providing full verification documents of non-fixed sources of income or electing to utilize the streamlined income adjustment based on what was reported in year one.

If the family provides that certification in years two and three, GHA will adjust the family's fixed income sources by the Cost of Living Adjustment (COLA) that is applicable to that fixed income source instead of fully reverifying and recalculating the income source.

GHA must properly document any fixed source of income, and the applicable COLA or interest adjustment for each specific fixed source of income.

GHA is still required to follow-up on any discrepancies or new sources of income reported in HUD's Enterprise Income Verification system.

16.10.3 Cost of Living Adjustments (COLA)

GHA will utilize the Social Security Administration's published COLA information to calculate the adjustment for fixed and non-fixed sources of income.

16.11 DECLARATION OF ASSETS

GHA must obtain third-party verification of all family assets upon admitting a family to the HCV or public housing program and then again at least every 3 years thereafter. In accordance with Notice PIH2016-05, it is the policy of GHA to accept a family's declaration that it has total net assets equal to or less than $5,000, without taking additional steps to verify the accuracy of the declaration.

If a family submits such a declaration, GHA will not request supporting documentation (e.g., bank statements) to verify the assets or the amount of income expected to be received from those assets.

A. The family's declaration of total assets must show each asset and the amount of income expected from that asset.

B. The total amount of income expected from all assets must be less than or equal to $5,000.

C. The total amount of the expected income from assets will be the family's "final asset income," and must be entered in field 6j of Form HUD-50058.

D. All family members 18 years of age and older must sign the family's declaration of total assets.

E. A family that knowingly submits false information is subject to a civil penalty, plus damages, under the False Claims Act (31 U.S.C. 3729).

F. Whenever a family member is added, GHA must obtain third-party verification of that family member's assets. At the next annual reexamination of income following the addition of that family member, GHA must obtain third-party verification of all family assets if the addition of that family member's assets puts the family above the $5,000 asset threshold.

G. If the addition of that family member's assets does not put the family above the $5,000 asset threshold, then GHA will not obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member.

H. Third-party verification of all family assets is required at least every 3 years.

16.12 INTERIM RE-EXAMINATIONS

GHA must process an interim re-examination whenever one is requested by the family. GHA may conduct an interim re-examination at any time. During an interim re-examination, only the change being reported will be reviewed and verified.

If GHA discovers family composition changes that were not reported within the 30- day deadline, GHA may conduct an interim examination and adjust rent subsidy in the month immediately following GHA's discovery of the change. GHA may seek torecover any funds retroactive to the date the change actually occurred or terminate assistance.

GHA will not process any interim re-examination without all verification documentation attached. Failure to submit the required documentation may cause to GHA to delay its review or reject the requested review.

It may take GHA up to 45 calendar days to process all changes. Decreases in rent amount will be retroactive to the first day of the month following the date the request was made, unless the change was requested and documentation after the 20th of the month, as provided in Section 16.6 below.

The person submitting the request will be notified by his/her preferred method whether the change has been approved and, if so, the date the change becomes effective. If the person has not been notified of GHA's decision on the requested within 60 days of its submittal, the client should contact GHA to check on the status of the requested change.

16.12.1 Effective Date of Rent Changes

A. Rent Decreases: If the family has provided GHA with a complete Change Report and all required documentation on or before the 20th day of the month, rent decreases will be effective on the first day of the following month

Changes reported after the **20th of the month** will result in the rent decrease becoming effective the first day of the second month immediately following the month in which the change was requested, and the application was complete. (Ex - a change reported, and all required documentation was submitted on January 25th will result in a rent decrease effective March 1st.)

17 CALCULATION ERRORS

If an error in rent amount is discovered at any time during the income year, proper adjustment will be made to correct the error. Participant and owner will be notified as to any changes in the Housing Assistance Payment or tenant rent.

17.1 TENANT ERRORS

A. If the error is the fault of the tenant, and results in the tenant owing additional rent, the increase shall be retroactive to the first day of the month following the date the erroneous change occurred, not the date it is reported.

B. The additional rent amount shall be repaid by the family to GHA within a reasonable period of time.

C. Failure to pay will result in termination.

D. GHA will terminate assistance if a second instance of unreported income is discovered.

E. The participant will pay back any overpaid assistance if less than $50.00.

F. If the overage is more than $50.00, the participant must sign a promissory note and comply with the promise to pay.

G. If the error is the fault of the tenant and corrective action results in a decrease of the tenant's portion of the rent, the corrected rent shall be paid on the first of the month after the new rent amount has been calculated by GHA.

H. If a refund is necessary because of a decrease in rent, it shall be processed immediately or can be applied to the upcoming month's rent.

I. A refund will be paid for the amount of the error for a maximum of 12 months. The refund shall be given to the participant as soon as practical unless the tenant has an outstanding debt with GHA, in which case the debt shall be offset and satisfied in whole or in part, by the amount owed to the tenant.

17.2 ERRORS WHICH ARE NOT THE FAULT OF TENANT

A. If the error is not the fault of the tenant and it results in tenant rent being increased, the tenant shall begin paying such rent increase on the first day of the second month following the month the error was reported.

B. If the error is not the fault of the tenant, and corrective action results in a decrease of tenant's portion of the rent, the corrected rent shall be paid on the first of the month after the new rent amount has been calculated by GHA.

C. If a refund is necessary because of a decrease in rent, it shall be processed immediately or can be applied to the upcoming month's rent.

D. A refund will be paid for the amount of the error for a maximum of 12 months. The refund shall be given to the participant as soon as practical unless the tenant has an outstanding debt with GHA, in which case the debt shall be offset and satisfied in whole or in part, by the amount owed to the tenant.

E. After calculation of the correct rent amount, if the rent subsidy has been reduced to zero ($0) due to increased income, a notice shall be sent to the family that if the rent subsidy remains at $0 during the next 180 days, the contract and assistance will be terminated.

17.3 SPECIAL RE-EXAMINATIONS

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary substantial decrease in income, GHA may schedule special re-examinations every 60 calendar days until the income stabilizes and an annual income can be determined. GHA also reserves the right to annualize household income based on the previous 12 months of income.

17.4 ZERO INCOME/INSUFFICIENT INCOME REPORTING

When families report zero income, GHA has an obligation to verify the family's lack of income .

In order for GHA to accurately assess income for those families who claim zero income, or who report household income at a level that is insufficient to pay monthly expenses, GHA may require these families to complete a questionnaire and submit an accounting documenting all funds coming into the household, and all expenses paid out for household expenses for all members of the family. Proof may include a list of expenses and the method of payment for expenses such as utilities, telephone, incidentals, food, rent, vehicle expenses, clothing, etc. (See 24 CFR §5.609 for types of amounts, monetary or not, which are included as income.)

All requests for zero income/insufficient income documentation are at the discretion of GHA.

GHA may require a zero-income family to report income sources on a monthly basis, including providing receipts for living expenses incurred and

may perform household visits to verify household income reported to GHA.

Zero income/insufficient income families will be reviewed on a case-by-case basis for annualization of income based on anticipated income for the next 12-month period. Unemployment benefits count as income and do not place the family in a zero-income category. The family must supply proof of filing for unemployment benefits.

If the family "self-declares" household income, copies of all monthly bills must be submitted within 30 days to ensure the amount being declared is sufficient to pay for the family's expenses. If not, it will be assumed the family is failing to report all household income.

Failure to report income or to supply the requested information, such as receipts, may be cause for termination of assistance for refusal to comply (See Section 2.3, §982.551).

18 UNREPORTED INCOME

Families must report all changes to household income at the annual re-examination process. If increases to the household income are not reported and the annual recertification verification process shows unreported income, the tenant rent portion will be calculated based on the household income from the date of the unreported increase.

In order to continue receiving assistance, the family must make arrangements to pay any outstanding amounts. Arrangements may include paying the amounts owed in a lump sum or signing a promissory note to agree to repay GHA in installments. Failure to repay the amounts owed may be cause for termination of assistance.

A family that owes GHA reimbursement for subsidy amounts based on unreported income will not be approved to move until the amount GHA is owed is repaid in full. If the move is necessitated by a foreclosure or other situation that is not the fault of the family, GHA will approve the move provided the family has not defaulted on its repayment obligation. Portability will not be approved for any family owing GHA for an overpaid housing assistance payment.

GHA will comply with PIH Notice 2010-19 regarding repayment of amounts owed for overpaid rent subsidies.

GHA will only allow one agreement to repay overpayment of rent subsidy due to a family's failure to properly report their income . GHA will not continue to assist a family if it commits another violation of its obligation to report all changes to household income.

A family that owes $3,500 or more as a result of subsidy overpayment that was caused by the family/participant's failure to properly report income, assets, or expenses constitutes program abuse and is subject to immediate termination without consideration of a repayment agreement.

19 COOPERATING WITH LAW ENFORCEMENT AGENCIES

GHA will comply with all lawful information requests from Federal, State, or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. GHA will supply upon request from a law enforcement agency (1) the current address; (2) Social Security number; and (3) photograph (if available) of any recipient of assistance.

Requests for service of court orders, summons, warrant, etc. by law enforcement agencies shall be coordinated with the Glendale Police Department (GPD)

GHA understands that issues of law enforcement-are time-sensitive and may require an immediate response. For all requests from law enforcement other than Glendale Police Department, Glendale PD must be immediately contacted to ensure:

1) Validity of request;

2) GPD is aware of enforcement activities in its jurisdiction; and

3) Allow GPD the opportunity to accompany the outside agency.

GHA must await GPD contact before proceeding with the request from a law enforcement agency outside of Glendale.

GHA will also cooperate with federal, state, or county enforcement agencies such as law, code, child protective service, child support, animal abuse, etc. This list is not all inclusive.

GHA will not offer any protections to any applicant/participant regarding an enforcement agency.

20 TERMINATION OF ASSISTANCE

GHA may terminate program assistance for a participant for the following reasons:

1. Failure to report changes in family composition within 30 days.
2. The family fails to provide any documentation or information requested by GHA, including information on household income, in order to calculate the appropriate level of assistance, or to determine household composition.
3. The family violates any family obligations under the program. (See 24 CFR §982, Family Recertification Packet, Administrative Plan, Sections 2.3, 2.4, and CFR §982.551and §982.552-553).
4. If a family member fails to sign and submit consent forms.
5. The family fails to verify citizenship or eligible immigrant status or does not have at least one member with eligible immigration status.
6. A member of the family has been evicted from public housing within the last five years.

7. Within the past 24 months, a member of the household is convicted of a drug related or violent criminal activity during tenancy and the conviction has occurred and no other member of the household would be eligible for benefits.
8. A household member currently engages in illegal use of a drug, including the use or medical or recreational marijuana use.
9. A household member guest or visitor is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.
10. A member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program or any other government assistance program.
11. The family currently owes rent or other amounts to GHA or to another Housing Authority or Landlord/owner/manager in connection with Section 8 or public housing assistance under the 1937 Act and has not made, or is not in compliance with, arrangements made to repay such amounts.
12. An activity of a family member, guest, or visitor threatens the health, safety, or right to peaceful enjoyment of the premises and community or other residents, neighbors, or employees of GHA.
13. An unauthorized person is living in the household.
14. A family member, guest or visitor engages in or threatens abusive or violent behavior toward any GHA staff member, contractor, or others at any time while receiving assistance. This behavior may include verbal abuse/threats as well as physical abuse or gestures, written threats that communicate intent to abuse or commit violence. Use of racial slurs or other language, written or verbal, which is used to attempt to intimidate, is abusive behavior.
15. A household member becomes or is discovered to be subject to a lifetime registration requirement under a State sex offender registration program.
16. A household member's illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, is determined by GHA to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
17. GHA discovers that tenant or a household member is convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premise of federally assisted housing.
18. If a family breaks-up, GHA will make a determination of which family member will retain the housing choice voucher and may terminate assistance to some or all of the remaining members, taking into consideration the following factors:
    a. To whom the housing choice voucher was issued.
    b. The interest of minor children or of ill, elderly, or disabled family members.
    c. Whether the assistance should remain with the family members remaining in the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

d. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.
e. If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, GHA will be bound by the court's determination of which family - members continue to receive assistance in the program.

19. Any family absent from the assisted unit for more than 45 consecutive calendar days must be terminated from the program. GHA will review each case on its own merit to determine if a reasonable accommodation would be granted for hospitalization, etc.
20. The family is evicted for violation of their lease.
21. The family is issued a nonrenewal notice for violation of the lease.
22. A family member commits any material violation of the lease.
23. The family fails to comply with HQS requirements, including failing to allow access to a unit.
24. For purposes of this section, GHA may terminate assistance if a family member has been convicted of a prohibited offense as provided in this Section or the preponderance of evidence indicates that a family member has engaged in activity that interferes with the health, safety, or right to peaceful enjoyment of the premises. GHA is prohibited from denying admission based on arrest records. (§982.553, PIH Notice 2015-19).
25. GHA defines a reasonable period of time as three years from the resolution of the last offense unless HUD determines that a longer period of time is appropriate.
26. For ongoing assistance, at any time, GHA may review past criminal history to determine if the conduct indicates that the participant is not suitable for continued tenancy.

20.1 NOTICE OF TERMINATION OF ASSISTANCE

GHA will send a written notice of termination of assistance to the family and to the owner. The family notice will also include forms HUD5380 and 5382. The notice will state the date on which the termination will become effective. The termination will usually take effect at least 30 calendar days following the date of the termination notice, but exceptions may be made whenever HUD rules, other GHA policies, or the circumstances surrounding the termination require a different effective.

The notice will include information on how to request an informal hearing if a hearing is required by federal regulations.

The notice of termination must be approved and signed by the Housing Program Administrator.

20.2 TERMINATION DUE TO A DISABLED FAMILY MEMBER

If a family alleges that the behavior of a family member with a disability is the reason for a proposed termination of assistance, GHA will determine whether the family member has a disability and whether the disability is the cause of the conduct or violation of the lease that gave rise to the reason for the termination. If GHA determines the disability is related to the reason for the termination, GHA may provide a reasonable accommodation and withdraw the notice of termination. If reasonable accommodation fails to address the behavior or other cause for termination, assistance will be terminated.

20.3 TERMINATION DUE TO A DECEASED TENANT

GHA will run the Deceased Tenants Report from the HUD EIV system monthly to see if the system flags deceased residents. GHA shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH Notice 2010-50 or successor publications.

If it is a single member household, notify the owner in writing of the deceased Head of Household and suspend HAP payments for any month following the month in which the death occurred. If the property is occupied by a live-in-aide to the deceased person, the contract will be terminated, and the assistance will end.

If an owner received HAP for any month in which the owner was ineligible to receive HAP because of a deceased tenant, the GHA will immediately notify the owner in writing of the ineligible HAP and require the owner to repay the overpayment within 30 days. If the owner does not comply, the GHA will deduct the amount due to the Agency from any amounts due to the owner under any other HAP contract. If there is no other HAP contract with the owner, the GHA may seek and obtain additional relief by judicial order or action in accordance with state and local laws."

20.4 DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING (VAWA 24 CFR SUBPART 5 SUBSECTION I)

The Violence Against Women Act (VAWA), provides protections to all victims of domestic violence, dating violence, sexual assault or stalking regardless of sex, gender identity, or sexual orientation. Housing Choice Voucher participants have the following specific protections, which will be observed by GHA.

A. An applicant for assistance or an assisted tenant may not be denied admission to, denied assistance under, or terminated from participation in the Housing Choice Voucher program, or evicted by the owner or property manager on the basis of or as a direct result of the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, hereafter VAWA crimes, if the applicant or tenant otherwise

qualifies for admission, assistance, participation, or occupancy. (§5.2005(b), FR-5720-F-03, pg. 80729)

B. A tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to the domestic violence, dating violence, sexual assault, or stalking if the criminal activity is engaged in by a member of the household of the tenant or any guest or person under the control of the tenant, and the tenant or an affiliated individual of the tenant is the victim or threatened victim of a VAWA crime (FR-5720-F-03, pg. 80735).

C. Once GHA is presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to domestic violence, dating violence, sexual assault, or stalking, GHA will request that the individual making the claim document the abuse. GHA's request for documentation will be in writing.

D. GHA will accept the following documentation as verification of a claim of domestic violence, dating violence, sexual assault, or stalking. This documentation must be submitted, within 14 business days after receipt of GHA's written request for verification. GHA will consider an extension of time for reasonable cause.

1. A Federal, State, tribal, territorial, or local law enforcement or court record; or;

2. Documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury under 28 U.S.C. 1746 to the professional's believe that the incident or incidents of abuse, and the victim has signed or attested to the documentation; or

3. HUD's Certification of Domestic Violence, Dating Violence Sexual Assault, or Stalking and Alternate Documentation form.

E. In the event GHA receives conflicting evidence, tenants and applicants will be required to submit third-party documentation to document the occurrence of a VAWA crime. This documentation must be submitted in the GHA office within 30 calendar days (§5.2007(b)(2)

F. Failure to timely provide the required documentation may impact the protections given by GHA under the VAWA. GHA will honor court orders regarding the rights of access or control of the property, including EPO's

(order of protection), DVO's (domestic violence order), and other orders issued to protect the victim and to address the distribution or possession or property among household members where the family "breaks up."

G. GHA may terminate the assistance and remove a tenant who engages in criminal acts or threatened acts prohibited by the VAWA without terminating the assistance or evicting the victimized lawful occupants. The VAWA victim must be the one who retains the assistance.

H. GHA will review and take into consideration all circumstances before removing a person from the household. If warranted, GHA will issue a 24-hour notice of removal/trespassing (trespassing is public housing only), if allowed by court action or upon law enforcement advice/guidance.

I. An owner or property manager may evict a tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without evicting other victimized lawful occupants. However, GHA cannot require that an owner terminate or bifurcate a lease. (FR-5720-F-03, pgs. 80777, 80779).

J. Consideration will be given if the perpetrator attends counseling or rehabilitation services and provides proof of attendance. Review will be on a case-by-case basis to determine if counseling or rehabilitation is sufficient reason to continue to assist the person. Any repeated act of actual or threatened domestic violence, dating violence, sexual assault, or stalking after participating in counseling or rehabilitation programs will be cause for immediate termination of the perpetrator with no further consideration.

K. If after submitting a claim for protection under VAWA, the victim allows the perpetrator to move back into the household/unit and GHA has not agreed to reinstate the person for assistance, assistance may be terminated for the family for housing an unauthorized occupant.

L. If the victim of the VAWA crime allows the perpetrator onto the property, and if the presence of the perpetrator on the property will endanger others, or creates an actual and imminent threat to others GHA will evict or terminate assistance of a victim of a VAWA crime (FR-5720-F-03, pg. 80731).

M. If in the case where the perpetrator is the only citizen or member of the household with eligible immigration status and is removed due to domestic violence, GHA must terminate assistance to the family.

N. GHA may terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault, or stalking. The victim will not discriminate against the victim by applying any different standard in making the determination whether to evict, or to terminate assistance or occupancy rights.

O. If an incident of domestic violence, dating violence, sexual assault, or stalking results in damage to the Section 8 unit, the Landlord may charge the tenant with cost to repair/replace, including the cost of changing or rekeying the lock. (See, A.R.S. §33-1318(E)).

P. VAWA provides an exception to the prohibition against a family moving under portability in violation of the lease. GHA will consider allowing a family to move under portability procedures to protect a member of the family who is a victim under VAWA. GHA will only deny such portability if the family is otherwise violating the lease agreement for a cause unrelated to the domestic violence. The family must provide documentation under VAWA, which GHA will verify before allowing a portability to move. This move may not relieve the family of any financial obligations on the original lease (FR-5720-F-03, pg. 80761) for back rent or rent due through the date of lease termination. (See, A.R.S. §33-1318(D)).

Q. GHA has a wait list preference in place for victims of VAWA. However, the wait list must be open for applications in order to get on such preference.

R. Any protections provided by law, which give greater protection to the victim, are not superseded by these provisions.

S. GHA will allow an emergency transfer for victims of VAWA crimes. The emergency transfer policy is part of the VAWA Addendum and available at the tenant's request.

T. GHA shall keep a record of all emergency transfer requests made under the Emergency Transfer Plan and the outcome of these requests for three years.

20.5 IMMIGRATION STATUS / SELF-PETITIONER

A "Self-Petitioner" is a category of battered noncitizens seeking legal permanent resident status without the cooperation or knowledge of their abusive relative. A "VAWA Self-Petitioner" is a category of battered noncitizens seeking VAWA-related relief and other VAWA-related petitions or applications for lawful permanent resident status.

A. Self–petitioners can indicate that they are in "satisfactory immigration status" when applying for assistance or continued assistance from Section 214 covered housing providers.

B. GHA will not deny, reduce, or terminate the assistance of a VAWA Self-Petitioner who claims, "satisfactory immigration status". GHA will verify that the applicant or participant is a self-petitioner by utilizing the SAVE system to verify immigration status.

C. All protections afforded under VAWA apply to the self-petitioner throughout the verification process.

20.6 VAWA CONFIDENTIALITY

All information provided under VAWA including the individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking, shall be kept confidential and shall not be entered into any shared database or provided to any third party unless such disclosure is:

A. Consented to by the victim in writing;

B. Required for use in an eviction proceeding; or

C. Otherwise required by applicable law or court-order.

20.7 *APPLICABILITY*

Section addressing VAWA rights and responsibilities also applies to the Section 8 Homeownership program.

21 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

21.1 COMPLAINTS

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

21.2 INFORMAL REVIEW FOR THE APPLICANT (§982.554)

GHA will give an applicant for participation in the Section 8 Housing Choice Voucher Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for GHA decision. The notice will state that the applicant may request an informal review within 14 business days of the denial and will describe how to obtain the informal review. GHA will give an applicant an opportunity for an informal review only for GHA decision denying assistance to the applicant.

GHA will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under GHA subsidy standards.

2. A GHA determination not to approve an extension or suspension of a voucher term.
3. A GHA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A GHA determination that a unit selected by the applicant is not in compliance with HQS.
5. General policy issues or class grievances.
6. Discretionary administrative determinations by GHA.

21.2.1 Informal Review Process

The informal review process:

1. Will be in writing only, with a written response to the request.
2. Will be conducted by any person or persons designated by GHA other than the person who made or approved the decision under review or a subordinate of this person.
3. Will give the applicant an opportunity to present written objections to GHA decision.
4. Will provide all responses to the applicant in writing.
5. GHA will provide the applicant written notice of its final decision or determination and information on any further appeal rights, including the right to request an informal hearing, the applicant may have.

21.3 FACTORS CONSIDERED IN GRANTING OR DENYING ADMISSION

In deciding whether to grant or deny admission to the HCV program, based on action or inaction by members of the family, GHA may consider all of the circumstances in each case, including the severity of the breach of program rules, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

GHA may impose, as a condition of assistance for other family members, a requirement that family members who participated in act or omission will not reside in the unit. GHA may permit the other non-culpable members of a participant family to receive assistance.

If GHA denies assistance because of illegal use, or possession for personal use, of a controlled substance, or because of pattern of abuse of alcohol, such illegal use, possession or pattern of abuse must have occurred no less than five years before the date that GHA provides notice to the family of the determination to deny admission. In determining whether to deny admission for these substance abuse reasons, GHA will consider evidence of whether the household member:

1. Has successfully completed or is currently participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Provides third-party documentation indicating the household member is participating in a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

21.4 INFORMAL HEARINGS FOR PARTICIPANTS (§982.555)

If the family disagrees with the results of the informal review process, the participant family can request an informal hearing to challenge the following GHA decisions on the basis that GHA's decision are inconsistent with the federal law, HUD regulations, and/or GHA policies:

1. A determination regarding the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
2. A calculation of the appropriate utility allowance (if any) for tenant-paid utilities from GHA utility allowance schedule.
3. A determination of the family unit size under GHA subsidy standards.
4. A decision by GHA to exercise its discretion to grant the family's request for an exception from applicable federal or GHA standards.
5. A determination to terminate assistance for a participant family because of the family's act or omission.
6. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under GHA policy and HUD rules.
7. A decision to terminate assistance for a breach of the HQS caused by the family.

GHA will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by GHA.
2. General policy issues or class grievances.
3. Establishment of GHA schedule of utility allowances for families in the program.
5. A GHA determination not to approve an extension or suspension of a voucher term.
6. A GHA determination not to approve a unit or lease.
7. A GHA determination that an assisted unit is not in compliance with HQS, except as provided in subsection g. above.
8. A determination by GHA to exercise or not exercise any right or remedy against the owner under a HAP contract.
9. When a family voluntarily withdraws from the program.

21.5 NOTICE TO THE FAMILY

As provided in Section 19.2 above, the applicant will receive written notice of GHA's final decision or determination as a result of the informal review process and information on any further appeal rights, including the right to request an informal hearing, the applicant may have.

The family may request an informal hearing in writing within 14 business days of the receipt of GHA's notification. The family's request must:

1. Contain a brief statement of the reasons why GHA's decision is wrong; and,
2. Dates and times the family is available to participate in an informal hearing either in person or remotely.

21.6 HEARING PROCEDURES

GHA and participants will adhere to the following procedures:

21.6.1 Discovery.

Before the hearing, the family will be provided with any documents that GHA intends to utilize at the hearing. Additionally, the family may request the opportunity to view their entire GHA file and request a copy of any additional file materials the family intends to utilize at the hearing. GHA will provide copies for the family at GHA's expense.

The family must also present GHA with any documents it intends to utilize at the hearing and provide an opportunity for GHA to make copies of those materials at GHA;s expense.

Neither GHA nor the family will be allowed to present documents at the hearing that were not made available to the other party for examination prior to the hearing.

21.6.2 Representation of the Family.

The family may be represented, at its own cost and expense, by a lawyer, or other authorized representative. GHA will provide, if necessary, a translator or other aid to ensure the family's opportunity to participate in the hearing is meaningful.

21.6.3 Hearing Officer.

1. The hearing will be conducted by any impartial person or persons designated by GHA, who is not a member of GHA staff.

2. The hearing officer may be an employee or official of the City of Glendale.

3. Such individual or individuals do not need legal training.

4. The person who conducts the hearing will regulate the conduct of the hearing in accordance with these hearing procedures.

21.6.4 Evidence.

GHA and the family will be given the opportunity to make opening and closing statements, present evidence and question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

21.6.5 Issuance of Decision.

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, briefly stating the reasons for the decision. Factual determinations shall be based on a preponderance of the evidence presented at the hearing and/or the documents exchanged by the parties.

21.6.6 Effect of the Decision.

GHA is not bound by a hearing decision:

1. Concerning a matter for which GHA was not the subject of the informal hearing, or that otherwise exceeds the authority of the person conducting the hearing under GHA hearing procedures.
2. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
3. If GHA determines that it is not bound by a hearing decision, GHA will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

21.6.7 When the Participant Does Not Appear.

If the participant does not attend the hearing for good cause or provide notice to GHA that they cannot attend the hearing, the participant's right to an informal hearing will be waived and the termination will stand. The date of termination will default to the end of the month in which the tenant failed to appear.

The landlord will be paid through the end of the month in which the tenant failed to appear for the informal hearing.

If the participant contacted GHA 24 hours in advance of the hearing or provides good cause to reschedule the hearing, the hearing will be rescheduled.

21.6.8 Rescheduling of informal hearing.

GHA will reschedule an informal hearing only one time with good cause or notice that they cannot attend the hearing. Subsequent requests to reschedule the hearing will not be honored.

21.6.9 Transmittal of Hearing Officer's Decision.

GHA will provide the participant a copy the Hearing Officer's decision by his/her preferred method. The decision will also be sent by U.S. regular mail, and certified return receipt requested. If the Hearing Officer upholds the termination of assistance, the

participant will also receive a 30-day termination letter. The 30 days will commence on the date the decision is mailed.

21.6.10 Immediate Notice of Termination for a 24 Hour HQS Violation.

If the Hearing Officer determines that assistance will be terminated for a breach of the HQS caused by the family and the HQS violation creates a life-threatening condition, a copy of the decision will be served in person and the family immediately removed.

22 TERMINATION OF THE LEASE AND CONTRACT

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

22.1 TERMINATION OF THE LEASE

A. By the family
The family may terminate the lease without cause upon proper notice to the owner and to GHA after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 calendar days).

B. By the owner

1. The owner may terminate the lease during its term on the following grounds:

    a. Serious or repeated violations of the terms or conditions of the lease.

    b. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises.

    c. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises.

    d. Any drug-related criminal activity on the premises.

    e. Other good cause. Other good cause may include, but is not limited to:

        i. Failure by the family to accept the offer of a new lease.

        ii. Family history of disturbances of neighbors or destruction of property or living or housekeeping habits resulting in damage to the property or unit.

iii. The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit.

iv. A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

2. During the first year, the owner may not terminate tenancy for other good cause unless the reason is something the household did or failed to do.

3. The owner may only evict the tenant by instituting court action. The owner must give GHA a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

4. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

C. Termination of the Lease by mutual agreement
The family and the owner may at any time mutually agree to terminate the lease.

22.2 TERMINATION OF THE CONTRACT

A. Automatic termination of the Contract

1. If GHA terminates assistance to the family, the contract terminates automatically.

2. If the family moves out of the unit (including abandonment), the contract terminates automatically.

3. The contract automatically terminates 180 calendar days after the last housing assistance payment to the owner.

B. Termination of the contract by the owner
The owner may only terminate tenancy in accordance with lease and State and local law.

C. Termination of the HAP contract by GHA
GHA may terminate the HAP contract because:

1. GHA has terminated assistance to the family.

2. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

3. The unit is larger than appropriate for the family size or composition under the regular Voucher Program.

4. When the family breaks up and GHA determines that the family members who move from the unit will continue to receive the assistance.

5. GHA determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program (§982.454). See Section 17.1.

6. The owner has breached the contract in any of the following ways:

    a. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

    b. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.

    c. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

    d. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.

    e. If the owner has engaged in drug trafficking.

    f. If the owner fails to provide all required documents, GHA will:

        1. Suspend and then cancel the HAP contract:

            i. GHA will notify the owner of the consequences in the annual inspection scheduling letter.

            ii. If the Landlord fails to provide all required documentation by the due date, GHA will send a notice of suspension and imminent contract cancelation.

            iii. GHA will include notice to the family and offer them a voucher to move. Once GHA cancels the contract, the family will no longer be assisted in that unit.

iv. If the owner provides all documentation before the contract cancellation date, GHA will release all suspended HAP to the owner.

v. If the owner fails to provide the documentation and GHA cancels the contract, the HAP will not be released, and the family must move to continue receiving assistance.

vi. This Landlord will be reviewed for noncompliance and denial of future requests for tenancy approval.

D. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, GHA will continue to make payments until the owner obtains a judgment or the family moves out, if the action is not caused by Landlord failure to act. However, if the HAP contract terminates and the tenant requests a hearing, the HAP will be prorated for the month in which the 30-day notice of termination expires.

If the tenant is terminated for an emergency HQS violation, GHA will pay the landlord for the month in which the family's assistance is terminated.

22.3 TERMINATION OF CONTRACTS DUE TO INSUFFICIENT FUNDING (§982.454)

The last step GHA will take to resolve its Housing Choice Voucher financial problems will be to terminate the vouchers of families already receiving assistance after notifying the HUD Field Office and its Financial Analyst at the Financial Management Center. If this becomes necessary, the following sequence shall be used to determine which individual Housing Choice Vouchers are terminated first.

The regulation at 24 CFR 982.454 provides that GHA may terminate HAP contracts, in accordance with HUD requirements, if it is determined that funding under the CACC is insufficient to support continued assistance for families in the program.

In determining if funding is insufficient, GHA will take into consideration its available budget authority (which includes unspent prior year HAP funds in the PHA's NRA account).

GHA will ensure that it has carefully considered all cost-savings measures and the impact such terminations will likely have on program applicants and participants. In addition, GHA will consider alternative sources of unrestricted non-Federal funding that may be available to prevent the termination of rental assistance, to the extent that such use will not impede operations by the use of other sources, such as administrative fees earned.

GHA will notify the HUD field office and its financial analyst at the Financial Management Center (FMC) prior to termination actions due to insufficient funding (PIH 2009-44).

If this becomes necessary, the following sequence shall be used to determine which individual Housing Choice Vouchers are terminated first.

This action is not subject to informal hearing procedures.

A. Contract Termination Process:

1. GHA will consider voucher holders that are up for next annual recertification, that have not yet received their recertification packet, but are next to be mailed out.

2. Disabled families will be exempt. Definition of Disabled (24 CFR §5.403). is a family whose head, spouse, co-head, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. A disabled family means a family whose head, spouse, co-head, or sole member is a person with disabilities.

3. Elderly families will be exempt.

4. Definition of Elderly (24 CFR §5.403). Elderly family means a family whose head, spouse, co-head, or sole member is a person who is at least 62 years of age.

5. Within the group of next annual recertifications, families that have been on the program the longest will be chosen for termination, if:

   a. The family does not meet local preferences (currently working, Glendale residency (portable outgoing families), disabled, elderly, domestic violence victim, disabled homemaker, etc. (See Section 5.2, Section 8 Administrative Plan for additional Preferences information.)

      i. Families will be given at least a 60-day notice of termination of assistance, ending at their lease/HAPC end renewal date.

B. Reinstatement Process:

1. If it becomes necessary for GHA to terminate Housing Choice Vouchers, the families with canceled contracts shall be reinstated onto the program as soon as fiscally and practically feasible. The following reinstatement sequence shall be utilized:

   a. Families terminated will be placed back on the waiting list according to date and time of original application and according to their local preferences at the time they are placed back on the waiting list, not by

their original preferences. This will allow them to be assisted before any new family, provided they continue to meet local preferences.

b. At time of contract termination, the families will be sent a "Continued Interest" form to complete (same as purge process). Upon receipt of the completed form, GHA will place them back on the waiting list based on original application date and preferences claimed on the new form. GHA will utilize the same process in place for new applicants.

    1. The family must maintain current address information with GHA.

    2. If the family does not complete and return the form within the allotted timeframe, they will be dropped and will have to reapply.

    3. This process is not subject to the informal hearing procedures.

23 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

HUD provides the regulatory control over the Section 8 Administrative Fee Reserve Account, and controls all activity associated with the account. Any use of the account will require HUD approval.

Occasionally, it is necessary for GHA to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with federal and State law.

GHA Board authorizes the Director to expend up to $50,000 for authorized expenditures in accordance with City policy without prior Board approval.

Any item(s) exceeding $50,000 will GHA Board approval before any charge is made against the Section 8 Administrative Fee Reserve.

24 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of GHA against costs associated with any judgment of infringement of intellectual property rights.

25 EMPLOYEE AND BUSINESS CONDUCT POLICIES

The City of Glendale has established and regularly revies the following policies pertaining to ethical standards for employee and business practices. Current copies of all policies in their entirety may be obtained through the City Clerk.

25.1 EMPLOYEE CONDUCT

It is the policy of the city of Glendale that employees shall at all times conduct themselves in a way that reflects favorably on the public they serve. The City upholds, promotes, and demands the highest standards of ethics from all of its employees.

A. Employees are expected to maintain the utmost standards of personal integrity, truthfulness, honesty, and fairness in carrying out their public duties.

B. Avoid any improprieties in their roles as public employees.

C. Never use their City position or power for improper personal gain.

D. Respect and comply with all federal, state, and local laws, including all municipal policies, rules, regulations, directives, and procedures.

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

25.2 INFORMATION SECURITY AND CONFIDENTIALITY

It is the policy of the City of Glendale that all employees are responsible for adhering to the city's policies regarding information security and confidentiality. All employees are responsible for safeguarding data and information including personally identifiable information (PII), protected health information (PHI) and payment card data (CHD), including the creation, processing, management, transmission, storage and disposal of information, and prevent any and all unauthorized disclosure or use of information.

25.3 CONFLICT OF INTEREST

It is the policy of the City of Glendale that all employees, shall not engage in on-duty or off-duty conduct which constitutes a conflict of interest with their City duties and responsibilities and strict adherence to the City's Conflict of Interest Policy is required at all times.

In addition, in accordance with 24 CFR 982.161 the following individuals are prohibited from entering into any contract or arrangement in connection with the programs in which they have had direct or indirect interest during his or her tenure or for one year thereafter and all must disclose any potential conflict of their interest or prospective interest to GHA and HUD.

A. Any present or former member or officer of GHA (except a participant commissioner).

B. Any employee of GHA or any contractor, subcontractor, or agent of GHA who formulates policy or who influences decisions with respect to the programs.

C. Any public official, member of a governing body, or State or local legislator who exercises, functions, or oversees responsibilities with respect to GHA's programs.

D. Any member of the Congress of the United States.

The Conflict of Interest prohibition under this Section (24.2) may be waived by the HUD Field Office upon the request of GHA.

25.4 REFERRALS

Employees in their working capacity shall not recommend any one specific commercial enterprise to non-City employees. Referrals to non-profit organizations are exempted.

25.5 GRATUITIES

No employee shall accept as an individual any fee, gift, discount, entertainment, or other valuable item in the course of performing the duties of his/her position.

A. No GHA employee shall solicit any gift or consideration of any kind.

B. No GHA employee may accept or receive a gift from any person who has an interest in any matter proposed or pending before GHA.

C. Items of nominal value such as candy, cake, cookies, lunches, or other items that are intended to be complimentary or appreciative in nature and shared with the entire work group may be accepted upon approval by the Community Services Director in accordance with City policy.

25.6 DISCIPLINE

All GHA policies and procedures are subject to the City's disciplinary processes. The City establishes disciplinary processes to assure a fair and consistent procedure for the prevention, correction, and discipline of employee performance and behavioral deficiencies. This system emphasizes the prevention, identification, correction, and resolution of employee performance deficiencies.

25.7 ELECTED OFFICIALS AND BOARDS AND COMMISSIONS

Standards for conducting city business for elected officials and boards and commissions are established by the City Council and adopted via resolution. Compliance with Arizona Open Meeting Law also applies. For more information, visit the city's website at www.glendaleaz.com under Boards and Commissions.

25.8 ANTI-FRAUD

The city's policy on Anti-Fraud is established to provide increased protection to the assets and financial interests of the City of Glendale, to provide a coordinated approach to the identification, investigation and resolution of fraudulent activities, to develop controls to promote consistent organizational behavior, and to increase the overall awareness of the responsibility to report fraud and reasonably suspected fraudulent activity to the appropriate City of Glendale administrators.

Fraud is defined as any willful or deliberate act committed with the intention of obtaining an unauthorized benefit, such as money or property, by misrepresentation, deception, or other unethical means.

City of Glendale administrators at all levels of management are accountable for setting the appropriate tone of intolerance for fraudulent acts by displaying the proper attitude toward complying with laws, rules, regulations, and policies.

Department directors are responsible for identifying and assessing the level of the risks and exposures to fraudulent activity inherent in his or her area of responsibility.

Department directors shall establish and maintain proper internal controls which will provide for the security and accountability of the resources within his or her department.

All City employees are responsible for safeguarding City resources and ensuring that they are used only for authorized purposes, in accordance with City of Glendale rules, policies, and applicable law.

Fraud and financial impropriety may include, but are not limited to the following actions:

A. Failure to failure to fully report all sources of income

B. Failure to accurately report all individuals who live or will live in the residence

C. Embezzlement or other financial irregularities

D. Forgery, alteration, or falsification of documents or electronic files

E. Misappropriation, misuse, theft, removal, or destruction of City resources (including funds, securities, supplies, inventory, furniture, fixtures, equipment, intellectual property, or any other asset)

F. Improprieties in the handling or reporting of money or financial transactions

G. Misuse of City facilities (including telephones, computers, and e-mail system)

H. False claims by employees, vendors, service recipients, or others associated with the City of Glendale

I. Receiving or offering bribes, rebates, or kickbacks

J. Personal use of City property

K. Accepting or seeking anything of material value from individuals seeking services or contractors, vendors or persons providing or seeking to provide services or materials to the City (except that which is permitted under HR Policy #509 - GRATUITIES)

L. Conflict of interest

M. Misrepresentation of facts

N. Any similar or related irregularity

26 ADDRESSING FRAUDULENT ACTIVITY

In accordance with the city's Anti-Fraud policies as defined in section 24.7, GHA's procedures are designed to prevent the inappropriate expenditure of public funds and violations of HCV program requirements. If fraudulent activity is suspected, GHA will attempt to obtain additional documentation or information to make an informed determination.

26.1 INVESTIGATION

If a determination of fraudulent activity is made, a complete investigation will be conducted to include attempting to obtain written statements from persons involved. All documentation and corroborating evidence shall be documented in an investigation report and shall include a recommended action. The investigation report shall be reviewed by the Housing Program Administrator before any action is taken.

26.2 FRAUD REMEDIATION

GHA, in its sole discretion, shall take action it deems appropriate based on the results of the determination of the Housing Program Administrator. Actions may include any of the following:

A. Issuing a demand for immediate repayment of monies owed.

B. Entering into a repayment agreement for monies owed.

C. Issuing a program termination notice.

D. Filing a police report to request criminal prosecution.

E. Removing an applicant from the waiting list.

F. Other action deemed necessary by the Housing Program Administrator in accordance with rules, laws, regulations or administrative polices.

27 REPAYMENT AGREEMENTS

When a participant owes GHA $50 or more for any reason, the participant may enter into a formal payment agreement with GHA and sign a Promissory Note. Payments must be made in accordance with the Note. The monthly repayment amount is in addition to the family's regular rental payment to the Landlord and is payable to GHA. This amount will not exceed 40% of monthly adjusted income, less the family's portion of monthly rent. GHA will charge a minimum payment of $10.00. All Promissory Notes must be in writing and signed by both parties. The Promissory Note must include the following elements:

A. Reference to the paragraphs in the Section 8 information packet, stating the participant is in non-compliance and may be subject to termination of assistance.

B. The monthly retroactive repayment amount is in addition to the family's regular rent payment to the landlord and is payable to GHA.

C. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.

D. Late and or missed payments constitute default of the repayment agreement and will result in termination of assistance.

E. A second instance of unreported income will be cause for immediate termination of assistance.

F. Participant will not be allowed to move until the balance is paid in full. Special circumstances such as Landlord HQS failure and abatement may be reviewed by a supervisor to allow a move with a balance due, however the family must remain in the City of Glendale until the balance is paid in full.

28 SUPPORT FOR OUR ARMED FORCES

The City of Glendale and the GHA support the men and women serving in our Armed Forces. Whenever the Federal Government activates Reserve and/or National Guard personnel, GHA wants to support them in the following manner:

A. If a military family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income. The presence of the temporary guardian will need to be approved by the Landlord.

B. Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived for a temporary guardian of a military family's children. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check indicate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.

C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, GHA will expeditiously re-evaluate a resident's portion of the rent if requested to do so.

D. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit for up to 180 days by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service. If the service extends beyond 180 calendar days, GHA will seek a waiver of the 180-day limit from HUD.

29 HOMEOWNERSHIP PROGRAM

GHA supports the optional Section 8 Homeownership Program and has a written procedure related to that program.

30 QUALITY ASSURANCE

GHA is required to participate in the Section 8 Management Assessment Program (SEMAP), a quality review and assurance initiative that measures the performance of PHA's in administering the HCV programs. There are 14 key indicators of performance that are reported on and reviewed by HUD. Analysis in these areas is designed to determine whether PHAs help eligible families to afford decent rental units at a reasonable subsidy cost as intended by Federal housing legislation. The program also helps HUD prioritize monitoring and assistance for agencies that need the most improvement. GHA policies and practices are consistent with the goals and objectives of the HUD SEMAP indicators.

30.1 CERTIFICATION FORM

GHA is required to submit a SEMAP certification each year unless the requirement is specifically waived by HUD, otherwise, the following conditions apply:

A. The certification form must be submitted within 60 calendar days after the end of GHA's fiscal year which ends June 30th of every year.

B. The certification must be executed by the Housing Program Administrator.

C. All required quality control samples must leave a clear audit trail that can be used to verify that the GHA's quality control sample was drawn in an unbiased manner.

D. GHA will maintain records, reports, and other documentation in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor, and assess GHA's operational procedures.

30.2 MANAGEMENT REVIEW

GHA shall have documented procedures to perform routine review of case files, records, or payments throughout the year to ensure consistency in application of program requirements, identify training needs, or address employee performance.

In addition to the SEMAP factors, to ensure quality control, supervisory staff will audit the following functions: re-examinations, new applications, and any damage claims processed. Changes in approach are initiated on an as-needed basis, subject to program regulations and funding limitations.

31 GLOSSARY

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

6 Months Consecutive Employment: Working 20 hours per week at minimum wage for no less than six months consecutively, for the six-month period immediately preceding an eligibility appointment

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

Absorption: In portability, the point at which a receiving housing authority starts making assistance payments with funding under its consolidated ACC, rather than billing, the initial housing authority. [24 CFR 982.4 (b)]

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

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

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

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

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Affiliated Individual: VAWA 2013 defines an "affiliated individual" with respect to an individual, as a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in the place of a parent or guardian, or any individual, tenant, or lawful occupant living in the household of that individual.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families or disabled families, disability expenses, and childcare expenses for children under age 13. Other allowance can be given at the discretion of GHA. See Medical Expenses.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

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

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

a. Go to (or on behalf of) the family head, spouse, or co-head (even if temporarily absent) or to any other family member, or
b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date; and
c. Are not specifically excluded from Annual Income.

d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

Area of Operation: The recognized City limits of the City of Glendale which shall not conflict with any other area of jurisdiction.

Assets: See net family assets.

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

Assisted Units include units occupied by voucher program participants, as well as units assisted under a federal, state, or local government program. Units may also be considered "assisted" due to rent control or housing conversion actions. The PHA must exclude "assisted" units from rent comparisons in determining rent reasonableness.

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

Basic Range means payment standards between 90 percent and 110 percent of the 40th percentile FMR.

Bifurcate: means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

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

Child means a member of the family other than the family head or spouse who is under 18 years of age.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under age 13, 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 childcare. In the case of child-care necessary to permit employment, the amount deducted shall not exceed the amount of income included in annual income from the enabled family member.

Reasonable full time childcare is defined to be no more than the amount published by the Arizona Department of Economic Security (DES) as the average median cost as determined by the DES market rate survey for Maricopa County (See http://arizonachildcare.org/acccost.html for recent costs).

Citizen: A citizen or national of the United States.

Co-Head: An individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.

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

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

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

Contiguous MSA: In portability, an MSA (Metropolitan Statistical Area) with the MSA in which the jurisdiction of the initial GHA is located.

Continuously Assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program. The family must be currently on a program in order to be considered for continuous assistance. If a family is not receiving assistance for any length of time, it is no longer considered continuously assisted. If a family is receiving public housing assistance and reaches the top of the Section 8 waiting list, eligibility (except for income) will apply, including a criminal background check. A family will not be admitted to a program to avoid eviction or termination from a different HUD-funded program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Currently Working: A family must be currently working when pulled for initial eligibility.

Dating Violence: [as defined in Section 40002 (a) (8) of VAWA 1994]: means 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 a relationship shall be determined based on a consideration of the following factors:

   i. The length of the relationship.

   ii. The type of relationship.

   iii. The frequency of interaction between the persons involved in the relationship.

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

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head, spouse or co-head, who is under 18 years of age, or is a person with a disability, or is a full-time student (full-time student can be an adult, but not the head or household or spouse).

Delay (In the Provision of Assistance to Non-Citizens): Assistance to an applicant may be delayed until after the conclusion of the INS appeal process, but not denied until after the conclusion of GHA informal hearing process.

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

The deduction is equal to the amount by which the cost exceeds 3% of the family's annual income. The deduction may not exceed the earned income received by the family member who is enabled to work as a result of this expense.

Disabled Family: A family whose head, spouse, co-head, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced family is a family in which each member or the sole member is a person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

Domestic Violence: [as defined in VAWA 2013 and §5.2003,]: – includes felony or misdemeanor crimes of violence committed by a current or former spouse, or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

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

Drug Related Criminal Activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance.

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

Economic Self-sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

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

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

Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs.

Evidence (Credible): Credible Evidence includes, but is not limited to, evidence obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes, but is not limited to, documentation of drug raids, police reports, witness statements, or arrest warrants. (PIH Notice 2015-19)

Evidence (Preponderance): Preponderance of Evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred, thus making the participant unsuitable for admission or continued occupancy/assistance.

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

Exception Area means a designated part of an FMR area.

Exception Payment Standard means payment standard below 90 percent or above 110 percent of the 40th FMR, with HUD's approval if necessary.

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

Extremely low-income family refers to a very low-income family whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level.

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

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

Fair Market Rent (FMR) is the rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the Federal Register in accordance with 24 C.F.R. Part 888.

Family *as* defined by HUD includes, but is not limited, individual persons and a group of persons residing together, regardless of actual or perceived sexual orientation, gender identity, marital status, age, or disability. Such group includes, but is not limited to, a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family.

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

Family Self-Sufficiency Program (FSS program): The program established by a GHA to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Rent-to-Owner in the voucher program, is the portion of rent to owner paid by the family.

Family Share is the portion of rent and utilities paid by the family.

Family Unit Size means the appropriate number of bedrooms for a family, as determined by the PHA under the PHA subsidy standards.

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

Gender identity means the gender with which a person identifies, regardless of the sex assigned to that person at birth and regardless of the person's perceived gender identity. Perceived gender identity means the gender with which a person is perceived to identify based on that person's appearance, behavior, expression, other gender related characteristics, or sex assigned to the individual at birth or identified in documents.

Gross Rent is the entire housing cost and is calculated by adding the rent to the owner and the utility allowance for the unit. Note: If all the utilities are included in the rent, the rent to the owner and the gross rent will be the same.

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

Guest: *guest* is a person temporarily staying in the unit with the consent of a member of the household who has expressed or implied authority to provide consent on behalf of the tenant. *[24 CFR 5.100*] A guest is a temporary visitor of the tenant's and should not be confused with an unauthorized occupant. Additionally, a guest is not a party to the lease agreement.

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

Higher Cost Unit as related to portability, is defined as a unit which requires a higher subsidy amount due to an increase in the gross rent for the new unit.

Higher Cost Area as related to portability, is defined as an area where the PHA would have to pay a higher subsidy amount due to higher payment standards or more generous subsidy standards of the receiving PHA (e.g. the receiving PHA issues a 3- bedroom voucher to a family that received a 2-bedroom voucher from the initial PHA).

Homeless or At Risk for Homelessness includes all of the following:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence;

(2) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(3) An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);

(4) An individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;

(5) An individual or family who—

(A) Will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—

(i) A court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;

(ii) The individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or

(iii) Credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;

(B) Has no subsequent residence identified; and

(C) Lacks the resources or support networks needed to obtain other permanent housing; and The McKinney-Vento Homeless Assistance Act As amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 2

(6) Unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who—

(A) Have experienced a long-term period without living independently in permanent housing,

(B) Have experienced persistent instability as measured by frequent moves over such period, and

(C) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

(7) DOMESTIC VIOLENCE AND OTHER DANGEROUS OR LIFE-THREATENING CONDITIONS.—Notwithstanding any other definition of this section, the GHA shall consider to be homeless any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

(8) AT RISK OF HOMELESSNESS.—The term `at risk of homelessness' means, with respect to an individual or family, that the individual or family—

(A) Has income below 30 percent of median income for the geographic area;

(B) Has insufficient resources immediately available to attain housing stability; and

(C) Any of the following conditions are present:

(i) Has moved frequently because of economic reasons;

(ii) Is living in the home of another because of economic hardship;

(iii) Has been notified that their right to occupy their current housing or living situation will be terminated;

(iv) Lives in a hotel or motel;

(v) Lives in severely overcrowded housing;

(vi) Is exiting an institution; or (vii) otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.

Household means the family and the PHA approved live-in aide.

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

Housing Assistance Payment is the monthly assistance payment by a PHA and is calculated as the lower of 1) the payment standard for the family minus the total tenant payment (TTP); or 2) the gross rent minus the TTP.

Housing Assistance Payment (HAP) Contract means housing assistance payments contract between the owner and the PHA.

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

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

Housing Voucher Holder: A family that has an unexpired housing voucher.

Immediate Family Member: a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in place of the parents; or any other person living in the household of that person and related to that person by blood or marriage."

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

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

Income: Includes all monetary amounts, which are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income which is not specifically excluded in the regulations is counted.

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

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

Initial Billing Deadline: In portability, the date that is set by the initial PHA on PART I of HUD form 52665. The receiving PHA must provide the initial PHA an initial billing notice on or before this date. The initial billing submission must be received by the initial PHA no later than 60 days following the expiration date of the voucher issued by the initial PHA.

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

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

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

Involuntary Displacement: An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate the unit where the applicant lives because of one or more of the following:

a. Displacement by disaster. An applicant's unit is uninhabitable because of a disaster such as a fire or flood.

b. Displacement by government action. Activity carried on by an agency of the United States or by any State or local governmental body or agency in connection with code enforcement or a public improvement or development program. The action must not be associated with action or inaction by the resident, i.e., code compliance failure by the resident.

c. Displacement because of Domestic Violence.~~,~~ An applicant must relocate because of a domestic violence situation.

The application for assistance must be received no later than 30 days after the action that caused the person or family to be displaced.

Jurisdiction is the area in which the PHA has authority under state and local law to administer the program.

Law enforcement agency means the National Crime Information Center (NCIC), police departments, and other law enforcement agencies that hold criminal conviction records. (Note that the NCIC is a division of the Federal Bureau of Investigation (FBI)).

Lease is 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. 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 this part 982, the cooperative is the Section 8 "owner" of the unit, and the cooperative member is the Section 8 "tenant."

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

a. Is determined to be essential to the care and well-being of the persons;

b. Is not obligated for the support of the persons; and

c. Would not be living in the unit except to provide the necessary supportive services.

Rotating aides, occasional, intermittent, or multiple aides do not meet the definition of a live-in aide and therefore do not qualify for an extra bedroom. A live-in aide must be identified and approved prior to moving into the unit with the assisted family.

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

Low income-limit is an income limit that HUD generally sets at 80 percent of the area median income.

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

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

Maximum Initial Rent Burden, also known as the Maximum Family Share or "The 40 Percent Rule", means the maximum rent burden at initial occupancy (when the family initially moves into the unit or signs the first assisted lease for a unit). The family may pay the total tenant payment plus the amount by which the gross rent for the unit selected exceeds the applicable payment standard so long as the resulting family share does not exceed 40 percent of the family's monthly adjusted income.

Maximum Subsidy means the maximum amount of subsidy that the PHA can pay for a participant in the HCV program and is calculated as the payment standard minus the total tenant payment (TTP).

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance or reimbursed. Medical expenses are permitted only for a family where the head of household spouse or co-head is at least 62 years of age or disabled. If the family is eligible, medical expenses for all family members are deductions. Monthly payments made toward an accumulated medical bill are deductible expenses. The total deduction over time cannot exceed the amount of the bill.

Allowable medical expenses include the costs of diagnosis, cure, mitigation, treatment, or prevention of disease, and the costs for treatments affecting any part or function of the body. They include the costs of equipment, supplies, and diagnostic devices needed for these purposes and include, but are not limited to, prescription and non-prescription drugs, costs for doctors, therapists, medical facilities, and care for service animals. They also include dental expenses. (24 CFR §5.603(d)).

Medical care expenses must be primarily to alleviate or prevent a physical or mental defect or illness. They do not include expenses that are merely beneficial to general health, such as vitamins or a vacation; however, vitamins may qualify if deemed a necessary part of treatment.

Medical expenses include the premiums paid for insurance that covers the expenses of medical care, and the amounts paid for transportation to get medical care.

Medical expenses also include amounts paid for qualified long-term care services and limited amounts paid for any qualified long-term care insurance contract.

Minimum Rent is the PHA-determined minimum TTP amount. The minimum rent is the least a family will contribute toward rent and utilities. The PHA can set the minimum rent anywhere from $0 to $50.

Minor: A person less than eighteen years of age. (Head of household, spouse, co-head, or an unborn child may not be counted as a minor for purposes of allowing a deduction.)

Mixed-status family is a family that includes members who are citizens or have eligible immigration status and members who do not contend to have eligible immigration status for program eligibility.

Moderate Rehabilitation: Rehabilitation involving a minimum expenditure of $1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

a. Upgrade to decent, safe, and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or

b. Repair or replace major building systems or components in danger of failure.

Monthly Adjusted Income means one twelfth of adjusted income.

Monthly Income means one twelfth of annual income.

Mutual Housing is included in the definition of "cooperative."

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

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

Net Family Assets:

a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land, and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or 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 tenant receives important consideration not measurable in dollar terms.

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

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

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

Owner is any person or entity with the legal right to lease or sublease a unit to a participant.

Participant (Participant Family) is 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 is the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

Payment standard schedule is a schedule that establishes payment standard amounts by unit size (number of bedrooms) for each FMR area in the PHA jurisdiction.

Perpetrator: A person who commits an act of domestic violence, dating violence, sexual assault, or stalking against a victim.

Person with Disabilities: Disability (for purposes of HUD's program definition) is defined as:

(1) Having a disability as defined in 42 U.S.C. § 423(d)(1); 42 U.S.C. Section 423(d)(1) (A) defines disability as:

(A) Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

(B) In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

(2) Having a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes his or her ability to live independently, and is of such a nature that ability to live independently could be improved by more suitable housing conditions; or

(3) Having a developmental disability as defined in 42 U.S.C. § 15002(8) (formerly codified in 42 U.S.C. § 6001 The Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. § 6001(8)) defines developmental disability in functional terms as: A severe, chronic disability of a person 5 years of age or older which:

(A) is attributable to a mental or physical impairment or combination of mental and physical impairments;

(B) is manifested before the person attains age twenty-two;

(C) is likely to continue indefinitely;

(D) results in substantial functional limitations in three or more of the following areas of major life activity:

(i) self-care,

(ii) receptive and responsive language,

(iii) learning,

(iv) mobility,

(v) self-direction,

(vi) capacity for independent living, and

(vii) economic self-sufficiency; and

(E) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated; except that such term, when applied to infants and young children, means individuals from birth to age 5, inclusive, who have substantial developmental delay or specific congenital or acquired conditions with a high probability of resulting in developmental disabilities if services are not provided. See also 24 CFR § 5.403 (Definitions).

(4) A person with a disability to include:

(A) individuals with a physical or mental impairment that substantially limits one or more major life activities;

(B) individuals who are regarded as having such an impairment; and

(C) individuals with a record of such an impairment.

(5) The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, deaf or hard of and hearing, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, developmental disabilities, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

(6) The term "substantially limits" suggests that the limitation is "significant" or "to a large degree." The term "major life activity" means those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, working, and speaking.

Personally Identifiable Information (PII): Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

Portability means the ability to rent a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

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

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

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

Previously Unemployed: For purposes of calculating earned income exclusion, this includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage (24 CFR §5.609).

Processing Entity: The person or entity who is responsible for making eligibility and related determinations and an income re-examination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

Prorated Assistance means, for families that include both members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility), the amount of assistance is prorated based on the percentage of household members who are citizens or have established eligible immigration status.

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

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable Rent is rent to owner that is not more than rent charged:

1. For comparable units in the private unassisted market; and

2. For comparable unassisted units in the premises.

Reasonable Period of Time – for admission to program after criminal offense, five years, unless federal regulations require prohibition for a longer time.

Receiving PHA s a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

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

Refugee: A person who has been determined to qualify as defined by the INS.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

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

Responsible Entity:

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

b. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Resident of Area: A family living in GHA's jurisdiction, working in GHA's jurisdiction, or notified that they are hired to work in GHA's jurisdiction. The length of time the familyhas lived or worked in the jurisdiction may not be considered.

Sensitive Personally Identifiable Information: PII that when lost, compromised, or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account numbers such as credit or debit card numbers.

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

Sexual assault: any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

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

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

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

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

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

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

Specified Welfare Benefit Reduction:

a. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

b. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

   i. at the expiration of a lifetime or other time limit on the payment of welfare benefits;

   ii. because a family member is not able to obtain employment, even though the family member has complied with

welfare agency economic self-sufficiency or work activities requirements; or

iii. because a family member has not complied with other welfare agency requirements.

Sporadic Income: Income that is neither reliable nor periodic.

Spouse: The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners.

Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person's individual safety or the safety of others; or (2) Suffer substantial emotional distress.

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

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

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

Success Rate refers to the percent of applicants with issued vouchers who successfully find and lease a unit that meets HCV program requirements before the voucher expires.

Suspension (Tolling) is stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval of the tenancy, until the time when the PHA approves or denies the request.

Temporary Protective Status (TPS) provides families with temporary immigration status to the United States. Families that are granted TPS under the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106- 386) are provided with a "T" visa and are considered to have eligible immigration status under Section 207 of the Immigration and Nationality Act (INA). Families with a "T" visa are eligible for full housing assistance

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

Tenant Rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

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

Total Tenant Payment (TTP) is the minimum family contribution to the gross rent and is calculated as the greater of: 1) 30 percent of monthly adjusted income; 2) 10 percent of monthly income; 3) the welfare rent (in as-paid states only); or 4) the PHA minimumrent.

Tuition: The amount of tuition and required fees covering a full academic year most frequently charged to students. These values represent what a typical student would be charged and may not be the same for all students at an institution. If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an entire academic year is used to estimate average tuition. Required fees include all fixed sum charges that are required of a large proportion of all students. The student who does not pay the charges is an exception. Verification of tuition and fees can be obtained from the student's bill or annual statement, by contacting the bursar's office, or from the school's website (PIH 2015-21).

Examples of required fees include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing program).

Expenses related to attending an institution of higher education must **not** be included as tuition. Examples of these expenses include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed sum charges.

For section 8 programs only, PHAs must include amounts of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income.

For the Public Housing program, the full amount of financial assistance a student receives while participating in the program continues to be excluded from the program participant's annual income.

Upfront Income Verification is the verification of income before or during a family re-examination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

Unauthorized Occupant: Is a person who, with the consent of a tenant, is staying in the unit, but is not listed on the lease documents or approved by the owner to dwell in the unit.

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

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

Utility Reimbursement is the portion of the housing assistance payment which exceeds the amount of the rent to owner.

VAWA: The Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.

Verification: The process of confirming the information contained in an applicant or resident's submission to the GHA. Verification may include obtaining original documents from government agencies (such as birth certificate, original SSN card or INS "green card") or statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

Verification Hierarchy is the order of preference for methods of verifying information supplied by an applicant or tenant family.

Very low-income limit is an income limit that HUD generally sets at 50 percent of the area median income.

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

Voucher (Rental Voucher) is a document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states obligations of the family under the program.

Voucher Holder is a family holding a voucher with an unexpired term (search time).

Waiting List Admission is an admission from the PHA waiting list

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

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

It includes such benefits even when they are:

a. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

b. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term "assistance" excludes:

a. Non-recurrent, short-term benefits that:

1. Are designed to deal with a specific crisis situation or episode of need;

2. Are not intended to meet recurrent or ongoing needs; and

3. Will not extend beyond four months.

b. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

c. Supportive services such as childcare and transportation provided to families who are employed;

d. Refundable earned income tax credits;

e. Contributions to, and distributions from, Individual Development Accounts;

f. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

g. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Welfare Rent means the portion of welfare assistance specifically designated to meet the family's actual housing costs.

32 ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
GHA	Glendale Housing Authority
DVP	Disaster Voucher Program
EIV	Enterprise Income Verification (formerly known as UIV)
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
LEP	Limited English Proficiency
MSA	Metropolitan Statistical Area (same as census tracts)
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBV	Project-Based Voucher (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
PS	Payment Standard
SSD	Social Security Disability
SSI	Supplemental Security Income
TTP	Total Tenant Payment
VAWA	Violence Against Women Act

33 APPENDIX A CALCULATION FORMULAS

33.1 ANNUAL INCOME

A. Income: Annual income is the gross income received by the family based on the past actual income prior to the annual re-examination (not older than 60 days, such as past six consecutive paystubs, award letters, bank statements, government assistance documents, etc.)., monetary or not, during the 12 months following the effective date of admission or re-examination. (See §5.609.)

1. Computation of Annual Income

   a. Use past actual income based on required documentation submitted by the family.
   b. Annualize all income, including income that may not last the full 12 months (such as unemployment benefits). When circumstances change, an interim re-examination may be processed.

2. Calculation Examples

   a. Regular Employment:
   Hourly: Average hourly rate x average hours worked per week x 52 = annual income.

   If the hours worked are full time (40 hours per week) for 52 weeks per year, 2080 hours = full time 52-week pay.

   Salaried: Monthly salary x 12 = annual income.

   Tips: Average tips per week x 52 = average annual tips.

   Overtime: Average overtime hours per week x overtime rate x 52 = annual overtime.

   *** When calculating income for a wage earner who works less than 12 months per year (example is a school employment where the person is off during the summer), calculate the TTP both ways, then give the head of household the choice. The head of household MUST initial agreeing to the rent calculation method chosen.

   b. Non-Regular Employment: Includes employment where wages, hours, and employers worked for are flexible and no business-related deductions are claimed. In general, this category applies to those types of employment that do not readily fit in the regular employment category. For example, a person who does yard work for the same employers, same wage, and same number of hours per period could and should be verified under the procedures for regular employment.

If the client's wages, employers, and hours change frequently, their employment would be considered non-regular.

i. Verification: The client must Self-Declare the following information:

A. Type of work or services performed

B. Average amount of income earned per month

C. Signature of client and date prepared

ii. Calculation: Average monthly income times 12 = annual income from non-regular employment.

c. Public Assistance: (Includes but not limited to AFDC, General Assistance, Supplemental Security Benefits, and Unemployment Compensation.) See calculation below:
i. Monthly Benefit x 12 = annual benefit

ii. Overpayments: In the case of benefits where a previous overpayment is currently being deducted, the gross amount of the benefit minus the deduction for repayment shall be used.

d. Child Support:
Changes to child support will be effective the second month after the date the change is in effect, to allow for processing by the providing agency

e. Pensions/Social Security/Retirement/Annuity Payments Includes Social Security benefits, Veterans benefits, Pension, retirement, and annuity benefits. See calculation below:
Monthly benefit x 12 = annual benefit

Overpayments: In the case of benefits where a previous overpayment is currently being deducted, the gross amount of the benefit minus the deduction for repayment shall be used.

If the overpayment is for a period less than 12 months, use the adjusted amount x number of months for the adjusted amount. For the balance of the 12-month period, use the actual benefit amount.

Annuity – *24 CFR 5.609(b)(3), 24 CFR 5.609(b)(4)*

For income from an annuity, only the amount over and above what the family invested in it will be counted in annual income.

Example – Client purchased an annuity many years ago. Now retired and receiving monthly payments of $650. Third-party written verification from the insurance company documents the purchase

of the annuity for $75,000. Current payments to the client from the annuity should not be counted as income until client has received payments for the full $75,000 invested. To date, client has received $6,500 from the annuity and will not receive the full $75,000 for another 8.8 years. GHA will maintain the insurance company information in the file and will review the payments and status of the annuity at each annual recertification, but the annuity payments should not be counted as income until the full $75,000 is received.

f. Child Support, Alimony, and Support payments made by other individuals: Includes regular payments made by a parent for the support of a minor child residing in the household, regular payments made by a former spouse, and any regular payments made by relatives, friends, or other persons to the family, or on behalf of the family for basic rent and utilities. Child support owed and unpaid, but not taken forward for a judgment must be considered as income. See calculation below:
Amount of payment x frequency = annual support income

Frequency:

Monthly (12)

Weekly (52)

Bi-monthly (24)

Bi-weekly (26)

g. Lump-Sum Payments: Generally, lump-sum amounts received by a family are considered assets, not income, i.e. inheritances, insurance, settlements, proceeds from the sale of property, etc. Deferred payments made because of a delay in processing a periodic payment such as unemployment, social security, welfare benefits, etc. must be counted as income. If an interim re-examination was not conducted to reduce the total tenant payment, any lump sum amounts received by the family will be treated as an asset. The following example will apply only if an interim re-examination to reduce the total tenant payment is conducted. Example:
Family member loses her job on October 10, 2004. Unemployment benefits are delayed. On December 10, 2004, family received a lump-sum payment of $600 for October 21, 2004 through December 7, 2004. Beginning December 8, 2004, the family receives $100 per week in unemployment benefits.

i. Family requests and GHA processes an interim re-examination. The interim re-examination reduces the family's total tenant payment and is effective November 1, 2004.

After family receives lump-sum payment in December, GHA processes another interim re-examination. Interim is effective February 1, 2005 and Annual Income is computed as shown below. GHA annualizes income even though unemployment income is not expected to last the full twelve months and reminds family to come in for an interim when circumstances change.

ii. Any amounts deducted from lump sum payments for attorney's fees shall be deducted from the lump sum amount that is counted as income.

iii. Any lump sum amounts, counted as income, shall be included as income for the entire year (until the next annual re-examination), or for 12 months, whichever is greater. An example of this calculation is:

$600 (Lump-sum payment) plus $5200 ($100/week unemployment) = Annual Income from unemployment.

h. Regular contributions and gifts. These amounts must be considered as household income if they are from organizations or from persons not residing in the residence and are regular. This may include payments for rent and utilities, and other regular cash and non-cash contributions. (24 CFR §5.609(7))

i. Assets: Family Assets include interest, dividends, and any other net income of any kind from real or personal property, to include any assets disposed of at less than fair market value within the last two years.

Asset income of minor children is counted as income.

Total Value of Assets Calculation:

A. Savings and Checking Accounts, Certificates of Deposit, IRA, and KEOGH Accounts: Account balance or certificate of deposit value = total asset value of savings and checking accounts/certificates of deposit, IRA, and KEOGH accounts.

B. Stocks: Number of shares x current per share value = total asset value of stocks.

C. Bonds: Cash value of bond x number of bonds = total asset value of bonds.

D. Notes and Mortgages Held: Principal amount remaining = total asset value of notes and mortgages held.

E. Trusts:

(1) If trust is non-revocable, it is not counted as an asset.

(2) If trust is revocable, current amount of trust = total asset value of trust.

j. Real Property Owned: Current market value minus amount owed (if any) = total asset value of real property owned.

3. Income from Assets Calculation:

a. Savings and Checking Accounts, certificates of Deposit, IRA and KEOGH Accounts: Account balance x interest rate = annual income from savings/certificates of deposit, IRA and KEOGH accounts.

b. Stocks: Amount of dividends paid x frequency of payment = annual dividend income.

c. Notes and Mortgages Held: Interest portion of the payment x frequency of payment = annual note or mortgage income. (Repayment of principal is not considered income.)

d. Trusts: Use amount of annual proceeds as determined through verification.

e. Real Property Owned (if property is income producing):

i. If income tax return for property is available, use the amount of net annual income from tax return.

ii. If no income tax return is available, only the following deductions will be allowed:

A. amount of payments received x frequency of payment = gross annual income, then

B. if balance owed on property, amount of interest portion of payments made x frequency of payment = annual interest deduction.

f. Assets Disposed of: Client must sign a Certification of Divestiture of Assets at each certification or recertification. Assets disposed of for less than fair market value during the two years preceding effective

date of certification or recertification are included as assets. Cash value of the asset, the amount the family would receive if the asset were converted to cash, must be used. Cash value is market value minus reasonable costs that were or would be incurred in selling or converting the asset to cash. Expenses which may be deducted include the following:

i. Penalties for withdrawing funds before maturity

ii. Brokers/legal fees assessed to sell or convert the asset to cash

iii. Settlement cost for real estate transactions.

If the fair market value exceeds the gross amount the family received by more than $1,000, count the whole difference between the cash value and the amounts received. If the difference is less than $1,000, ignore it.

Assets disposed of for less than fair market value, as a result of a foreclosure, bankruptcy, divorce, or separation, are not counted.

Assets put into trusts or business assets disposed of for less than fair market value are counted. See calculation below:

Include the difference between cash value and the amount received for any asset disposed of at less than fair market value within the last two years. (Cash value = the fair market value less reasonable costs.)

4. Overall Asset Calculation: To determine what amount to use for assets in the overall calculation of total annual income for both rent and eligibility, use the following calculations:

   a. Add total value of all assets = total asset value

   b. Add total income from all assets = total asset income

   c. If total asset value (#1 above) is less than $5,000, use total asset income(#2 above) in determining total annual income

   d. If total asset value (#1 above) is $5,000, or more, use the larger of the following:

      i. total asset value x 5.5 percent

      ii. total asset income

5. Asset Verification Guide

a. Savings and Checking Accounts, Certificates of Deposit, IRA, and KEOGH Accounts: Statement from the financial institution containing the following information:

   i. date prepared

   ii. account number

   iii. account balance

   iv. interest rate (if the rate is variable, statement must give the current applicable rate)

   v. name of the account holder(s)

   vi. signature of authorized person

b. Stocks: A statement from a broker or a statement from the issuing corporation containing the following information:

   i. date prepared

   ii. account number

   iii. number of shares

   iv. current per share value or current total value of shares

   v. amount of dividends earned

   vi. frequency of payment of dividends

   vii. name(s) of shareholders

   viii. if a statement from broker, authorized signature

c. Bonds: A copy of the face of the bond showing the following information:

   i. face value

   ii. maturity date

   iii. interest rate (if any)

   iv. type of bond

d. Trusts: Client must provide a copy of the trust documents or a statement from the trust officer containing the following information:

   i. amount of trust

   ii. type of trust (revocable or non-revocable)

   iii. annual proceeds of trust

iv. beneficiary of trust

v. if statement from trust officer:

A. date prepared

B. authorized signature

NOTE: Due to type of verification required, the following forms of verification shall be provided by the client:

e. Notes and Mortgages Held: (This is where the client receives payments rather than makes payments.) The client must provide a copy of the note or mortgage documents containing the following information:

i. date of transaction

ii. amount of transaction

iii. balance owing

iv. amount of payments reflecting the distribution between principal and interest (repayment of principal amount is not considered income)

v. frequency of payments

vi. interest rate

vii. name of person(s) holding the note or mortgage

Client must provide a current appraisal or current market analysis prepared by a licensed real estate agent, broker, or mobile home dealer containing the following information:

f. Real Property Owned: (Includes Mobile Homes)

i. date prepared

ii. current market value of the property

iii. Authorized signature

iv. copy of the deed or other title instrument showing the name(s) of the owner(s)

v. if property is mortgaged, a statement from mortgagor(s) showing:

A. balance owed on property

B. amount of payments reflecting distribution between interest and principal

C. frequency of payments

vi. for income-producing property:

A. Copy of lease or rental agreements containing the following information:

(1) Term

(2) Amount of payments

(3) Frequency of payments

B. Copy of rental income schedule from income tax return or copy of property tax statement. This information will be used to determine allowable expenses.

34 CALCULATING UNREPORTED INCOME/RETRO PAYMENTS

A. See Section 10.8

B. Upon receipt of information or at termination of assistance, if applicable, GHA will determine any funds due GHA as a result of overpaid Section subsidy as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations, in accordance with HUD regulatory requirements. The notice of termination will include any amount to be repaid due to unreported income or program fraud. The tenant will have the right to contest during the informal hearing if tenant timely requests one.

C. The tenant will be provided an opportunity to contest GHA's determination of tenant rent underpayment. Tenants will be promptly notified in writing of any adverse findings made on the basis of verification of information. The tenant may contest the findings in accordance with established informal hearing procedures. GHA will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or appeal period.

D. Results will be reported to HUD via the HUD EIV Debts Owed and Negative Actions process.

Chapter 35

PROJECT-BASED VOUCHERS

INTRODUCTION

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

Part I: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors the PHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.
Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

Part V: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at the PHA's discretion.

Part VI: Selection of PBV Program Participants. This part describes the requirements and policies governing how the PHA and the owner will select a family to receive PBV assistance.

Part VII: Occupancy. This part discusses occupancy requirements related to the lease and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in any project) are also discussed.

Part VIII: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.

Part IX: Payments to Owner. This part describes the types of payments owners may receive under this program.

XIII. PROJECT-BASED VOUCHER (PBV) ASSISTANCE

PART 1: GENERAL REQUIREMENTS

35-I.A. OVERVIEW [24 CFR 983.5; FR Notice 1/18/17; Notice PIH 2017-21]

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

A. Size of Project-Based Voucher Program

Glendale Housing will operate a project-based voucher program using up to 20 percent of its authorized ACC units for project-based assistance. Glendale Housing may attach PBV assistance to existing housing, newly constructed or rehabilitated housing [24 CFR 983.52].

Glendale Housing may project-base an additional 10 percent of its authorized ACC units above the 20 percent program limit. The units may be distributed among one, all, or a combination of the categories listed below as long as the total number of units does not exceed the 10 percent cap. Units qualify under this exception if the units:

- Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302) and contained in the Continuum of Care Interim Rule at 24 CFR 578.3.
- Are specifically made available to house families that are comprised of or include a veteran.
- Provide supportive housing to persons with disabilities or elderly persons as defined in 24 CFR 5.403.
- Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates.

Only units that that are under a HAP contract that was first executed on or after April 18, 2017, may be covered by the 10 percent exception. [FR Notice 1/18/17; PIH Notice 2017-21]

PBV units under the RAD program and HUD-VASH PBV set-aside vouchers do not count toward the 20 percent limitation when PBV assistance is attached to them.

B. Applicability of Tenant-Based Voucher Regulations

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, Glendale Housing's policies for the tenant-based voucher program contained in this Administrative Plan also apply to the PBV program and its participants. The provisions of the tenant-based voucher program that do not apply to the PBV program are described at 24 CFR 983.2.

C. Relocation Assistance

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24. [24 CFR 983.7] The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B.

D. Equal Opportunity

Glendale Housing will comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, Glendale Housing will comply with the PHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o). [24 CFR 983.8]

PART 2: PBV OWNER PROPOSALS

A. Overview

Before selecting a PBV proposal, Glendale Housing will determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56], and meets the site selection standards [24 CFR 983.57].

B. Owner Proposal Selection [24 CFR 983.51(b)]

Glendale Housing may select PBV proposals by either of the following two methods.

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

- **Proposals that were previously selected based on a competition.** This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided, State of Arizona Low Income Housing Tax Credit competitive awards, Maricopa County competitive awards), where the proposal has been

selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. Under these circumstances, Glendale Housing shall not conduct another competition.

The Glendale Housing Authority intends to award Project Based Vouchers in conjunction with, or through conducting a request for proposals.

C. Public Housing Units Selected Non-Competitively
[FR Notice 1/18/17; Notice PIH 2017-21]

Glendale Housing may attach PBVs to projects in which Glendale Housing has an ownership interest or has control of, without following a competitive process, in cases where Glendale Housing is engaged in an initiative to improve, develop, or replace a public housing property or site. If Glendale Housing plans rehabilitation or new construction, a minimum threshold of $25,000 per unit in hard costs is required. If Glendale Housing plans to replace public housing by attaching project-based assistance to existing housing in which Glendale Housing has an ownership interest or over which Glendale Housing has control, the minimum threshold does not apply provided that the existing housing substantially complies with HUD housing quality standards. "Substantially complies with HUD's housing quality standards" means that the housing does not have any life-threatening violations as described in the Administrative Plan above.

The units selected under this section must be eligible for PBV assistance in accordance with 24 CFR 983.53, and the selection of the units must satisfy all other applicable statutory and regulatory requirements of the PBV program. Glendale Housing shall detail the work it plans to do on the public housing property or site as well as how many units it plans to project-base at the property or site through the annual and/or five-year plan process.

Pursuant to this section and HUD PIH Notice 2017-21, Glendale Housing intends to project-base vouchers without following a competitive process in connection with its plans to replace the public housing developments listed in Appendix B.

The developments in Appendix B will be replaced with affordable housing owned or controlled by Glendale Housing at off-site locations that complies with HUD housing quality standards and meets all other applicable program requirements. Units selected may include new construction, substantial rehabilitation and/or acquisition of existing housing based on Glendale Housing's assessment of the best available options to meet the needs of the community and Glendale Housing residents. Glendale Housing may modify this project listing in the future. The net number of affordable units awarded PBV assistance may exceed the original number of public housing units, where allowed under regulation.

D. Solicitation and Selection of PBV Proposals: RFP Method
[24 CFR 983.51(c)]

Glendale Housing may issue a request for PBV proposals (RFP) when it determines that a competitive selection process has a reasonable likelihood of generating proposals that will expand housing opportunities and housing choice in the City. Owner proposals will be

requested in an advertisement with a reasonable deadline and posted on Glendale Housing's website. Glendale Housing may either establish a single deadline for submission or establish multiple deadlines. For example, Glendale Housing may publish a public notice indicating that proposals will be accepted for a one-year period with quarterly proposal submission deadlines.

Glendale Housing will not limit proposals to a single site or impose restrictions that explicitly or practically exclude owners from submitting project-based proposals on different sites. Glendale Housing may restrict proposals to those that have a certain number of bedrooms based on waiting list or community need. Owners that request an application package will be sent an RFP application and information packet or provided with instructions on how to download the application from Glendale Housing's website. The application package will contain the following:

1. A description of the PBV program;
2. Project selection criteria;
3. Sample program documents including payment standard schedule, utility allowance schedule and sample HAP agreement;
4. An application / proposal form;
5. Information about application due date;
6. Other information as may be required by Glendale Housing.

At Glendale Housing's option, a Bidders Conference may be provided for owners who would like additional information about the program.

Glendale Housing will review only proposals submitted in response to the Request for Proposals advertisement and submitted by the stated deadline. The Glendale Housing Authority will review proposals for completeness and compliance with RFP requirements. Proposals must include the following information (threshold requirements):

1. Property description, including unit sizes, number of vacancies, eligible occupants.
2. Evidence that property is eligible housing;
3. Evidence that property complies with the cap on the number of PBV units per project;
4. Evidence that property meets the applicable site and neighborhood selection standards;
5. Owner certification indicating understanding and agreement to abide by all Glendale Housing and HUD rules and regulations governing the PBV program;
6. Description of previous management experience and participation in HUD subsidized housing programs;
7. Written tenant selection policy and procedures;
8. Proposed rent levels accompanied by rent comparables for similar unassisted units in the area;
9. Information on how the site is consistent with the deconcentration goals already established in the Glendale Housing's PHA Plan and with civil rights laws and regulations, including HUD's rules on accessibility;
10. Owner's agreement to select tenants from the Glendale Housing Authority's waiting list; and,

11. Other information that may be required by Glendale Housing to evaluate the proposal.

In addition, proposals for PBV New Construction and/or Substantial Rehabilitation must include:

1. Description of project including work plans;
2. Zoning permits and evidence of site control;
3. Disclosure of Low Income Tax Credit use or lien;
4. Statement of Sources and Uses for Funds to develop the project;
5. Operating proforma;
6. Descriptions of historic and environmental review status;
7. Owner's plan to manage and maintain property; and,
8. Other information that may be required by Glendale Housing to evaluate the proposal.

Glendale Housing will rate and rank proposals using criteria published in the RFP. Such criteria shall be further defined in the RFP issued by Glendale Housing and generally relate to:

- Owner experience and capability to build, rehabilitate and or manage housing as identified in the RFP;
- Financial feasibility of the project including commitments for development financing where applicable and adequacy of projected operating funding;
- Extent to which the project furthers the goal of deconcentrating poverty and expanding housing and economic opportunities;
- Extent to which the project supports Glendale Housing goals related to permanent supportive housing, youth aging out of foster care, reducing homelessness, support for City and/or other revitalization initiatives and/or other goals identified in the RFP;
- Extent to which the project demonstrates an appropriate supportive services plan based on projected resident needs; and,
- Other criteria as defined in the RFP issued by Glendale Housing.

Incomplete proposals will not be processed; however, Glendale Housing may provide the owner with an opportunity to address any deficiencies. If the owner fails to provide the needed information within a reasonable time as specified by Glendale Housing, the proposal will be rejected. Proposals, which would require permanent displacement of tenants, will be rejected. Proposals where there is not site control will be rejected. Proposals where the property has liens attached and these liens are a result of the current owner's negligence will be rejected.

Proposals are subject to review and approval by the Glendale Housing Board of Commissioners. The proposal selection date is the date that the proposal is approved by the Glendale Housing Board of Commissioners.

E. Selection of Proposals Subject to a Previous Competition

If sufficient funds are available, Glendale Housing may elect to accept proposal(s) for PBV assistance from owner(s) that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis, provided that the proposal(s) are consistent with the site selection standards, further compliment other local activities, and are consistent with Glendale Housing's PHA Plan. The selection under the prior competition must have occurred within three years of the PBV proposal selection date, and the earlier competition could not involve consideration that the project would receive PBV assistance.

On an ongoing basis, Glendale Housing may directly solicit proposal(s) from owners that qualify under this method and/or may review and consider proposal(s) solicited by project owners. In order for Glendale Housing to consider a proposal under this method, the owner must submit the following to Glendale Housing's purchasing Department:

1. A description of the project including location, unit mix and type, as well as amount of proposed PBV units with sufficient detail to determine that the property is eligible housing, complies with the cap on the number of PBV units per project, and meets the site selection standards.
2. Current operating budgets and operating proforma showing current and proposed rents, utility allowances, vacancy rates, and project expenses.
3. A description of the owner entity and any partners including the management team.
4. Description of the need for vouchers and services offers on site.
5. Any other additional information needed to make a determination that the project complies with Glendale Housing policy priorities, federal, state, and local laws.

If funds for Project Based Vouchers are available, Glendale Housing may select proposals that are consistent with the site selection standards, further compliment other local activities, and are consistent with Glendale Housing's PHA Plan. Glendale Housing shall provide prompt notice to the owner and public notice of its selection of units for PBV assistance under this selection method. Proposals selected under this method are subject to the HQS inspection, subsidy layering review, environmental review, and all other applicable requirements noted above in the discussion of proposals selected under the Request for Proposals method.

F. Glendale Housing-Owned Units
[24 CFR 983.51(e), 983.59, FR Notice 1/18/17, and Notice PIH 2017-21]

A Glendale Housing-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the units were appropriately selected based on the selection procedures specified in the Administrative Plan.

The term of the HAP contract and any HAP contract renewal must be agreed upon by Glendale Housing and the HUD-approved independent entity. In addition, the independent entity must determine the rent to owner, the redetermined rent to owner, and reasonable rent. Housing quality standards inspections must also be conducted by the independent entity.

The independent entity that performs these program services may be the unit of general local government for Houston or another HUD-approved public or private independent entity.

Glendale Housing may only compensate the independent entity from its ongoing administrative fee income (including amounts credited to the administrative fee reserve).

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

Within 30 business days of Glendale Housing Board approval of a PBV selection, Glendale Housing will notify the selected owner in writing of the owner's selection for the PBV program**.** Glendale Housing will also notify in writing all owners that submitted proposals that were not selected. Owners of rejected proposals will be offered an opportunity to discuss the rejection in person with Glendale Housing proposal evaluators.

Glendale Housing will also post the notice of owner selection on its web site.

In addition, the PHA will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and trade journals the PHA used to solicit the proposals. The announcement will include the name of the owner that was selected for the PBV program. The PHA will also post the notice of owner selection on its electronic web site.

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

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

H. Housing Type
[24 CFR 983.52]

Glendale Housing may attach PBV assistance for units in existing housing, newly constructed or rehabilitated housing developed under and in accordance with an Agreement to enter into a Housing Assistance Payments contract (AHAP) that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of selection, the units substantially comply with HQS. Units for which new construction or rehabilitation began after the owner's proposal submission but prior to the execution of the HAP do not subsequently qualify as existing housing. Units that were newly constructed or rehabilitated in violation of program requirements also do not qualify as existing housing.

I. Ineligible Housing Types
[24 CFR 983.53]

Glendale Housing may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units

that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing.

Glendale Housing may not attach or pay PBV assistance for a unit occupied by an owner and Glendale Housing may not select or enter into an AHAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. A member of a cooperative who owns shares in the project assisted under the PBV program is not considered an owner for purposes of participation in the PBV program.

PBV assistance may not be attached to units for which construction or rehabilitation has started after the proposal submission and prior to the execution of an AHAP.

Glendale Housing may not attach or pay PBV assistance to units in any of the following types of subsidized housing [24 CFR 983.54]:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that Glendale Housing may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or Glendale Housing in accordance with HUD requirements.

J. Subsidy Layering Requirement
[24 CFR 983.55, PIH Notice 2013-11 and FR Notice 2/28/2020

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

Subsidy layering requirements apply to new construction and rehabilitation housing that will include forms of government assistance other than PBVs prior to entering into an Agreement to Enter into Housing Assistance Payments Contract (AHAP). Subsidy layering requirements do not apply to existing housing, when PBV is the only governmental assistance, or for projects already subject to a PBV HAP contract, even if the project is recapitalized with outside sources of funding.

When Glendale Housing selects a new construction or rehabilitation project, Glendale Housing will require information regarding all HUD and/or other federal, state, or local governmental

assistance to be disclosed by the project owner. FR Notice 2/28/20 contains a list of all required documentation.
Either HUD or a HUD-approved housing credit agency (HCA) in the PHA's jurisdiction performs the subsidy layering review. Glendale Housing will request an SLR though its local HUD Field Office or, if eligible, through a participating HCA.

K. Cap on PBV Units
[24 CFR 983.56, FR Notice 1/18/17, and Notice PIH 2017-21]

Except as noted below, Glendale Housing may not select a proposal to provide PBV assistance for units in a project or enter into an AHAP contract or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than the greater of 25 units or 25 percent of the number of dwelling units (assisted or unassisted) in the project.

As of April 18, 2017, units are not counted against the 25 percent or 25-unit per project cap if:

- The units are exclusively for elderly families.
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project.

If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17]. HUD's website for this determination is accessible at: https://www.huduser.gov/portal/maps/hcv/home.html

The Housing Opportunity Through Modernization Act of 2016 (HOTMA) eliminated the project cap exemption for projects that serve disabled families and modified the exception for supportive services. Projects where these caps were implemented prior to HOTMA (HAP contracts executed prior to April 18, 2017) may continue to use the former exceptions and may renew their HAP contracts under the old requirements, unless Glendale Housing and owner agree to change the conditions of the HAP contract. However, this change may not be made if it would jeopardize an assisted family's eligibility for continued assistance in the project.

Notwithstanding the above, Glendale Housing may establish limitations on the number of units and/or the size of projects that will receive PBV assistance. Any such limits shall be identified in the Request for Proposals issued by Glendale Housing, or shall be communicated to owners considered for selection under the non-competitive, prior competition method.

L. Definition of Supportive Services

The types of services that the Glendale Housing Authority will deem eligible to qualify a project to meet HUD's definition of families receiving supportive services include, but are not limited to:

- Meal service adequate to meet nutritional need
- Housekeeping Aid and Household Training (e.g.: homemaking, parenting skills, money management)

- Personal assistance
- Transportation services
- Health-related services such as Substance Abuse Treatment (counseling and treatment for substance abuse)
- Educational and Employment services such as Job Training (preparation and counseling, job development and placement, follow-up assistance after job placement, completion of FSS "Contract of Family Participation) or Remedial Education (education for the completion of Secondary or post-secondary education.
- Self Sufficiency Services and Resources (appropriate to assist families to achieve economic independence and self-sufficiency); other services designed to help the recipient live in the community as independently as possible.

It is not required that services be provided at or by the project, provided that they are approved services. Glendale Housing will require owners of such projects to submit an Annual Progress Report to ensure compliance with the supportive service exemption on the number of units per building. Failure to submit Annual Progress Reports may result in abatement of the HAP payment.

M. Site and Neighborhood Standards Applicable to All Housing Types

Glendale Housing may select a proposal for PBV assistance for existing, newly constructed or rehabilitated housing if it is consistent with the following:

1. The housing site must be located in Glendale Housing's jurisdiction and be consistent with the deconcentration goals already established in Glendale Housing's PHA Plan and with civil rights laws and regulations, including HUD's rules on accessibility;
2. Glendale Housing will evaluate each proposal based on whether the site is in an Enterprise Zone, Economic Community or Renewal Community (EZ/EC/RC);
3. Whether the concentration of assisted units will or has decreased as a result of public housing demolition;
4. Whether the census tract is undergoing significant revitalization;
5. Whether government funding has been invested in the area;
6. Whether new market rate units are being developed in the area which are likely to positively impact the poverty rate in the area;
7. If the poverty rate in the area is greater than 20% whether in the past five years there has been an overall decline in the poverty rate, and
8. Whether there are meaningful opportunities for educational and economic advancement in the area.
9. The site must be suitable from the standpoint of facilitating and further compliance with the applicable provisions of the Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063 and HUD's implementing regulations for the foregoing.
10. The site must meet the section 504 site selection requirements described in 24 CFR 8.4(b)(5).
11. The site must meet the HQS site standards at 24 CFR 982.401(l).

N. Existing and Rehabilitated Housing Site and Neighborhood Standards

A site for existing or rehabilitated PBV housing must meet the following site and neighborhood standards:

1. The site must be adequate in size, exposure and contour to accommodate the number and type of units proposed, and is there adequate utilities and available streets to service the site;
2. The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
3. The site must be accessible to social, recreational, educational, commercial and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents; and,
4. The site must be located such that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower income workers is not excessive.

O. New Construction Site and Neighborhood Standards

A site for newly constructed PBV housing must meet the following site and neighborhood standards:

1. The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.

2. The site must <u>not</u> be located in an area of minority concentration, except as permitted under paragraph (3) below, and must <u>not</u> be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

3. A project may be located in an area of minority concentration only if:

    a. Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration; or

    b. The project is necessary to meet overriding housing needs that <u>cannot</u> be met in that housing market area.

    c. As used in paragraph (3)(a) above, "sufficient" does <u>not</u> require that there be an equal number of assisted units within and outside of areas of minority concentration. Rather, application of this standard should produce a reasonable distribution of assisted units each year that, over a period of several years, will approach an appropriate balance of housing choices within and outside areas of minority concentration. An appropriate balance must be determined in light of

local conditions affecting the range of housing choices available for low-income minority families and in relation to the racial mix of the City's population.

d. Units may be considered "comparable opportunities," as used in paragraph 3)(a) above, if they have the same household type (elderly, disabled, family, large family) and tenure type (owner/renter); require approximately the same tenant contribution towards rent; serve the same income group; are located in the same housing market; and are in standard condition.

e. Application of this sufficient, comparable opportunities standard involves assessing the overall impact of HUD-assisted housing on the availability of housing choices for low-income minority families in and outside areas of minority concentration, and must take into account the extent to which the following factors are present, along with other factors relevant to housing choice:

   i. A significant number of assisted housing units are available outside areas of minority concentration.

f. The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

g. The neighborhood must <u>not</u> be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a conc0erted program to remedy the undesirable conditions.

h. The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

   i. Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers, must <u>not</u> be excessive.

   ii. There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.

   iii. There are racially integrated neighborhoods in the locality.

   iv. Programs are operated by the locality to assist minority families that wish to find housing outside areas of minority concentration.

   v. Minority families have benefited from local activities (*e.g.* , acquisition and write-down of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.

   vi. A significant proportion of minority households has been successful in finding units in non-minority areas under the tenant-based assistance programs.

vii. Comparable housing opportunities have been made available outside areas of minority concentration through other programs.

viii. Application of the "overriding housing needs" criterion, for example, permits approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a "revitalizing area"). An "overriding housing need," however, may not serve as the basis for determining that a site is acceptable, if the only reason the need cannot otherwise be feasibly met is that discrimination on the basis of race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

P. Environmental Review
[24 CFR 983.58]

Activities under the PBV program are subject to HUD environmental regulations at 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). Glendale may not enter into an AHAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

Glendale Housing may not enter into an AHAP contract or a HAP contract with an owner, and Glendale Housing, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

Glendale Housing shall require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

PART 3: DWELLING UNITS

A. Housing Quality Standards
[24 CFR 983.101]

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

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

B. Lead-Based Paint
[24 CFR 983.101(c)]

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

C. Housing Accessibility for People with Disabilities

PBV housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The percentage of accessible dwelling units must comply with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.
Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

D. Inspecting Units

Pre-selection Inspection [24 CFR 983.103(a)]
Glendale Housing shall examine the proposed site before the proposal selection date. For existing units, Glendale Housing shall inspect all the units before the proposal selection date, and shall determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. GLENDALE HOUSING shall not execute the HAP contract until the units fully comply with HQS.

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

GLENDALE HOUSING shall inspect each contract unit before execution of the HAP contract, and shall not enter into a HAP contract covering a unit until the unit fully complies with HQS.

Turnover Inspections [24 CFR 983.103(c), FR Notice 1/18/17, and Notice PIH 2017-20]

Glendale Housing shall inspect each contract unit before providing assistance to a new family including at unit turnover. Glendale Housing will not provide assistance in turnover units until the unit fully complies with HQS.

Biennial Inspections [24 CFR 983.103(d); FR Notice 6/25/14]

At least once every 24 months during the term of the HAP contract, Glendale Housing shall inspect a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement. Glendale Housing shall generally perform all required inspections in a PBV project at the same time. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, Glendale Housing shall reinspect 100 percent of the contract units in the building.

Other Inspections [24 CFR 983.103(e)]

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

Glendale Housing shall conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and shall conduct inspections as needed to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.
In conducting supervisory quality control HQS inspections, Glendale Housing will include a representative sample of both tenant-based and project-based units.

Inspecting PHA-Owned Units [24 CFR 983.103(f)]

Inspections for Glendale Housing-owned units under contract must be performed by an independent agency designated by Glendale Housing and approved by HUD. The independent entity must furnish a copy of each inspection report to Glendale Housing and to the HUD field office where the project is located. Glendale Housing shall take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the owner.

PART 4: REHABILITATED AND NEWLY CONSTRUCTED UNITS

Rehabilitated and newly constructed housing selected for PBV assistance may not at a later date be selected for PBV assistance as existing housing.

A. Agreement to Enter into HAP Contract

To offer PBV assistance in rehabilitated or newly constructed units, Glendale Housing shall enter into an Agreement to enter into HAP contract (AHAP) with the owner of the property. The AHAP shall be in the form and include the contents required by HUD [24 CFR 983.152(b)]. Glendale Housing may not enter into an AHAP if commencement of construction or rehabilitation has commenced after proposal submission [24 CFR 983.152(c)]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

The AHAP shall specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The AHAP shall also specify the deadline for submission by the owner of the required evidence of completion.

Glendale Housing may not enter into the AHAP if construction or rehabilitation has started after proposal submission. Glendale Housing may not enter into the Agreement with the owner until the subsidy layering review is completed, the environmental review is completed and Glendale Housing has received environmental approval.

Glendale Housing does not need to conduct a subsidy layering review in the case of a HAP contract for existing housing or if the applicable state or local agency has conducted such a review. Similarly, environmental reviews are not required for existing structures unless otherwise required by law or regulation. [24 CFR 983.153]

Glendale Housing shall enter into the AHAP with the owner promptly after receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

B. Labor Standards
[24 CFR 983.154(b)]

If an AHAP covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.
The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. Glendale Housing shall monitor compliance with labor standards.

C. Equal Opportunity
[24 CFR 983.154(c)]

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

D. Owner Disclosure
[24 CFR 983.154(d) and (e)]

The AHAP and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

E. Evidence of Completion
[24 CFR 983.155(b)]

At a minimum, the owner must submit the following evidence of completion to Glendale Housing in the form and manner required by Glendale Housing:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the AHAP; and

- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At Glendale Housing's discretion, the AHAP may specify additional documentation that must be submitted by the owner as evidence of housing completion.

F. Glendale Housing Acceptance of Completed Units
[24 CFR 983.156]

Upon notice from the owner that the housing is completed, Glendale Housing shall inspect to determine if the housing has been completed in accordance with the AHAP, including compliance with HQS and any additional requirements imposed under the AHAP.

If the work has not been completed in accordance with the AHAP, Glendale Housing shall not enter into the HAP contract.

If Glendale Housing determines the work has been completed in accordance with the AHAP and that the owner has submitted all required evidence of completion, Glendale Housing shall submit the HAP contract for execution by the owner and execute the HAP contract.

PART 5: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

Glendale Housing shall enter into a HAP contract with an owner for units that are receiving PBV assistance. With the exception of single-family scattered-site projects, a HAP contract shall cover a single project. If multiple projects exist, each project is covered by a separate HAP contract. The HAP contract shall be in the form and include all the content required by HUD [24 CFR 983.202(a), 983.203].

A. HAP Contract **Execution**
[24 CFR 983.204]

Glendale Housing shall not enter into a HAP contract until each contract unit has been inspected and Glendale Housing has determined that the unit complies with the Housing Quality Standards (HQS), For existing housing, the HAP contract shall be executed promptly after Glendale Housing selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing, the HAP contract shall be executed after Glendale Housing has inspected the completed units and has determined that the units have been completed in accordance with the AHAP, and the owner furnishes all required evidence of completion.

B. Term of HAP Contract
[24 CFR 983.205, FR Notice 1/18/17, and Notice PIH 2017-21]

Glendale Housing may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 20 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 20 years. In the case of Glendale Housing -owned units, the term of the HAP contract must be agreed upon by Glendale Housing and the independent entity approved by HUD [24 CFR

983.59(b)(2)].

The term of all PBV HAP contracts shall be negotiated with the owner on a case-by-case basis. At the time of the initial HAP contract term or any time before expiration of the HAP contract, Glendale Housing at its discretion may extend the term of the contract for an additional term of up to 20 years if Glendale Housing determines an extension is appropriate to continue providing affordable housing for low-income families. Glendale Housing may provide for multiple extensions; however, in no circumstances may such extensions exceed 20 years cumulatively. Extensions after the initial extension are allowed at the end of any extension term, provided that not more than 24 months prior to the expiration of the previous extension contract, Glendale Housing agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of Glendale Housing -owned units, any extension of the term of the HAP contract must be agreed upon by Glendale Housing and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

When determining whether or not to extend an expiring PBV contract, the Glendale Housing Authority will consider several factors including, but not limited to:

1. The cost of extending the contract and the amount of available budget authority;
2. The condition of the contract units;
3. The owner's record of compliance with obligations under the HAP contract and lease(s);
4. Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and
5. Whether the funding could be used more appropriately for tenant-based assistance.

C. Termination by Owner
(24 CRF 983.205(d)

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to Glendale Housing. In this case, families living in the contract units must be offered tenant-based assistance.

D. Statutory Notice Requirements: Contract Termination or Expiration
[24 CFR 983.206, FR Notice 1/18/17, and Notice PIH 2017-21]

Not less than one year before the HAP contract terminates, or if the owner refuses to renew the HAP contract, the owner must notify Glendale Housingand assisted tenants of the termination. The notice must be provided in the form prescribed by HUD. If the owner does not give timely notice, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction

as a result of the owner's inability to collect an increased tenant portion of rent. An owner may renew the terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require.

Upon termination or expiration of the contract, a family living at the property is entitled to receive a tenant-based voucher. Tenant-based assistance does not begin until the owner's required notice period ends. Glendale Housing shall provide the family with a voucher and the family shall also be given the option by Glendale Housing and owner to remain in their unit with HCV tenant-based assistance as long as the unit complies with inspection and rent reasonableness requirements. The family must pay their total tenant payment (TTP) and any additional amount if the gross rent exceeds the applicable payment standard. The family has the right to remain in the project as long as the units are used for rental housing and are otherwise eligible for HCV assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for serious or repeated lease violations or other good cause. Families that receive a tenant-based voucher at the expiration or termination of the PBV HAP contract are not new admissions to the HCV tenant-based program, and are not subject to income eligibility requirements or any other admission requirements. If the family chooses to remain in their unit with tenant-based assistance, the family may do so regardless of whether the family share would initially exceed 40 percent of the family's adjusted monthly income.

E. Remedies for HQS Violations
[24 CFR 983.208(b)]

Glendale Housing will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance. However, where PBV contracts are concerned, Glendale Housing may reduce the number of contract units.

F. Substitution of Contract Units
[24 CFR 983.207(a)]

At Glendale Housing's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit. Before any such substitution can take place, Glendale Housing shall inspect the proposed unit and determine the reasonable rent for the unit.

G. Addition of Contract Units
[FR Notice 1/18/17 and Notice PIH 2017-21]

Glendale Housing and the owner may amend the HAP contract to add additional PBV contract units in projects that already have a HAP contract without having to fulfill the selection requirements found at 24 CFR 983.51(b) for those additional PBV units, regardless of when the HAP contract was signed, provided that Glendale Housing determines that such action promotes housing opportunities and/or housing choice and is consistent with the PHA Plan. The additional PBV units, however, are subject to the PBV program cap individual project caps and reasonable rent determinations. Prior to attaching additional units without competition, the Glendale Housing shall submit to the local field office information outlined in FR Notice 1/18/17.

The Glendale Housing Authority will add units to the contract on a case-by-case basis to ensure the availability of affordable housing as long as the addition of units does not exceed allowable project caps.

H. Removal of Units from the HAP Contract
[24 CFR 983.211]

Units occupied by families whose income has increased during their tenancy resulting in the tenant rent equaling the rent to the owner, shall be removed from the HAP Contract 180 days following the last housing assistance payment on behalf of the family.

If the project is fully assisted, Glendale Housing may reinstate the unit removed to the HAP contract after the ineligible family vacates the property. If the project is partially assisted, Glendale Housing may substitute a different unit for the unit removed from the HAP contract when the first eligible substitute becomes available.

I. Housing Quality and Design Requirements
[24 CFR 983.101(e) and 983.208(a)]

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with Glendale Housing and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

Glendale Housing may identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. Glendale Housing will specify any special design standards or additional requirements in the invitation for PBV proposals, the AHAP contract and the HAP contract.

J. Vacancy Payments
[24 CFR 983.352(b)]

At Glendale Housing's discretion, on a case-by-case basis, the HAP contract may provide for vacancy payments to the owner for up to a 60 day period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment shall not exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).

PART 6: SELECTION OF PBV PROGRAM PARTICIPANTS

A. **Eligibility for PBV Assistance**
[24 CFR 983.251(a) and (b)]

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the

tenant-based voucher program; however, eligible at original admission to the program means that the family must be eligible for PBV assistance within 60 days prior to commencement of PBV assistance.

The Glendale Housing Authority will determine an applicant family's eligibility for the PBV program in accordance with the policies in Chapter 3.

B. In-Place Families
[24 CFR 983.251(b)]

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by Glendale Housing is considered an "in-place family." These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family shall be placed on Glendale Housing's waiting list. Once the family's continued eligibility is determined, the family must be given an absolute selection preference and Glendale Housing shall refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

C. Organization of the Waiting List
[24 CFR 983.251(c)]

Glendale Housing will use separate waiting lists for sets of PBV units. As applicable, the waiting list may establish criteria or preferences for occupancy of particular units.

D. Selection from the Waiting List
24 CFR 983.251(c)]

Except where noted in the Administrative Plan, the Glendale Housing's tenant selection procedures for the tenant-based programs apply for units assisted under the PBV Program. Except for units which are occupied by eligible "in place" tenants upon the commencement of the project-based contract term, when a vacancy exists at a PBV site, the Glendale Housing will notify the next families on the appropriate Glendale Housing PBV waiting list. Glendale Housing's will inform applicants that if the applicant is interested in residing in the vacant PBV unit that the applicant will not lose his/her place on the Glendale Housing's Section 8 waiting list (if applicable) until that person has been leased in the PBV unit.

All applicants indicating interest in the PBV units will be selected by Glendale Housing in chronological order by preference category if applicable, and prescreened for Section 8 eligibility. Applicants must meet all of Glendale Housing's applicable eligibility and suitability requirements. Glendale Housing will refer qualified applicants to the owner for all vacancies. If the Glendale Housing referrals do not provide the owner with a suitable tenant for the unit within 30 days, the owner may refer a Section 8 eligible individual or family from the owner's waiting list to the PBV waiting list. The referred family must meet the Glendale Housing's waiting

list priority criteria.

For VASH PBV, applicants referred by the VA indicating interest in the PBV units will be prescreened by the Glendale Housing for Section 8 eligibility and referred to the owner in chronological order. The owner chooses a tenant for occupancy from the qualified applicants referred by Glendale Housing based on their written, Glendale Housing approved tenant selection policy.

E. Units with Accessibility Features
[24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, Glendale Housing shall first refer families who require such features to the owner.

F. Preferences
[24 CFR 983.251(d), FR Notice 11/24/08]

Glendale Housing may establish a selection preference for families who qualify for voluntary services, including disability-specific services, offered in conjunction with assisted units, provided that preference is consistent with the PHA Plan. Glendale Housing shall not grant a preference to a person with a specific disability [FR Notice 1/18/17].

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

Glendale Housing will provide a selection preference when required by the regulation (e.g., eligible in-place families, elderly families or units with supportive services, or mobility impaired persons for accessible units).

G. Refusal of Offer
[24 CFR 983.251(e)(3)]

Glendale Housing shall not take any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant's place on the tenant-based voucher waiting list based on preference, date, and time of application, or other factors affecting selection under the Glendale Housing's selection policy;
- Remove the applicant from the tenant-based voucher waiting list.

If an applicant on a PB site-based waiting list refuses two PBV offers without good cause, Glendale Housing will remove the applicant from that PB site-based waiting list; however, the

applicant will retain his/her position on all other waiting lists. The applicant may reapply if the applicable SBWL is open; however, the applicant will receive a new date and time of application.

H. Good Cause Refusal of PBV Units

Applicants may refuse to accept a unit offer for "good cause." If a good cause for refusal is verified by Glendale Housing, applicants/tenants may retain their position on the PB site-based waiting list. There are 2 types of good cause:

- Situations in which an applicant/tenant is willing to move but is unable to do so at the time of the unit offer (e.g. the applicant/tenant is in the hospital or is serving on a sequestered jury);
- Situation in which the applicant/tenant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc.
- Examples of good cause for refusal of a unit offer include, but are not limited to, the following: Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, such that accepting the unit offer would require the adult family member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates to Glendale Housing's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on the final application or Lease) or live-in aide necessary to the care of the principal household member;
- The unit is inappropriate for the applicant's/tenant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

Glendale Housing will require documentation of good cause for unit refusals and will verify all claims of good cause. Good cause refusal policies may also be applied to unit offers related to applicable transfers.

I. Disapproval by Landlord
[24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner's units, such rejection shall not affect the family's position on the tenant-based voucher waiting list; however, the family shall be removed from the Site Based Waiting List for which the family was rejected by the owner.

J. Acceptance of Offer
[24 CFR 983.252]

Family Briefing
When a family accepts an offer for PBV assistance, Glendale Housing shall give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, Glendale Housing shall provide a briefing packet that explains how it determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities
If an applicant family's head or spouse is disabled, Glendale Housing shall assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available. Glendale Housing shall refer a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

K. Owner Selection of Tenants

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

L. Leasing
[24 CFR 983.253(a)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by Glendale Housing from Glendale Housing's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on Glendale Housing's subsidy standards.

M. Filling Vacancies
[24 CFR 983.254(a)]

The owner must notify Glendale Housing in writing (mail, fax, or email) within five business days of learning about any vacancy or expected vacancy.

Glendale Housing will make reasonable efforts to refer families to the owner within 10 business days of receiving such notice from the owner.

N. Reduction in HAP Contract Units Due to Vacancies
[24 CFR 983.254(b)]

If any contract units have been vacant for 120 days, Glendale Housing may give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The amendment to the HAP contract will be effective the 1st day of the month following the date of the Glendale Housing's notice.

O. Glendale Housing Responsibility

Glendale Housing does not conduct screening to determine a PBV applicant family's suitability for tenancy. Glendale Housing will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. Glendale Housing will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

P. Owner Responsibility
The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.

PART 7: OCCUPANCY

A. Lease
[24 CFR 983.256]

After an applicant has been selected from the waiting list, determined eligible by Glendale Housing, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

[24 CFR 983.256]
The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

The owner shall ensure the lease is compliant with state and local law. Glendale Housing will not review the owner's lease for compliance with state or local law.

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g. month-to-month or year-to-year) or an automatic indefinite extension of the lease term.

For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- Glendale Housing terminates the HAP contract
- Glendale Housing terminates assistance for the family

B. Changes in the Lease
[24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give Glendale Housing a copy of all changes.

The owner must notify Glendale Housing in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by Glendale Housing and in accordance with the terms of the lease relating to its amendment. Glendale Housing must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

C. Owner Termination of Tenancy
[24 CFR 983.257]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program. In the PBV program, terminating tenancy for "good cause" does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

D. Tenant Absence from the Unit
[24 CFR 983.256(g) and 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by Glendale Housing policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 180 consecutive days. Glendale Housing termination of assistance actions due to family absence from the unit are subject to 24 CFR 981.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

E. Continuation of Housing Assistance Payments
[24 CFR 982.258]

Housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by the PHA. After the 180-day

period, the unit shall be removed from the HAP contract pursuant to 24 CFR 983.211.

If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify Glendale Housing of the change and request an interim reexamination before the expiration of the 180-day period.

F. Security Deposits
[24 CFR 983.259]

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

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.
The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. Glendale Housing has no liability or responsibility for payment of any amount owed by the family to the owner.

G. Overcrowded, Under-Occupied, and Accessible Units
[24 CFR 983.260]

If Glendale Housing determines that a family is occupying a wrong size unit, based on Glendale Housing's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, Glendale Housing shall promptly notify the family and the owner of this determination, and Glendale Housing shall offer the family the opportunity to receive continued housing assistance in another available unit. Glendale Housing will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

- PBV assistance in the same building or project;
- PBV assistance in another project; and
- Tenant-based voucher assistance.

If Glendale Housing offers the family a tenant-based voucher, Glendale Housing shall terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by the PHA) or the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration of the term of the family's voucher, Glendale Housing must remove the unit from the HAP contract.

If Glendale Housing offers a family another form of assistance that is not a tenant-based

voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, Glendale Housing will terminate the housing assistance payments at the expiration of this 30-day period. Glendale Housing may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

H. Family Right to Move
[24 CFR 983.261]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to Glendale Housing. If the family wishes to move with continued tenant-based assistance, the family must contact Glendale Housing to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, Glendale Housing shall offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, Glendale Housing shall give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

I. Emergency Transfers under VAWA
[Notice PIH 2017-08]

Except where special consideration is needed for the PBV program, Glendale Housing will follow VAWA policies as described in the Administrative Plan including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA.

When the victim of domestic violence, dating violence, sexual assault, or stalking has lived in the unit for less than one year, Glendale Housing will provide several options for continued assistance.

Glendale Housing will first try to transfer the participant to another PBV unit in the same development or transfer to a different development where Glendale Housing has PBV units. Glendale Housing will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to either tenant-based rental assistance or assistance in the PHA's public housing program. Such a decision will be made by Glendale Housing based on the availability of tenant-based vouchers and/or vacancies in public housing units. Such families must be selected from the waiting list for the applicable program.

If a victim wishes to move after a year of occupancy in the unit, but no tenant-based vouchers are available, Glendale Housing will offer the participant an internal transfer to another PBV unit in the same development or a transfer to a different development where Glendale Housing has PBV units. Glendale Housing will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to Glendale Housing's public housing program.

J. Exceptions to the Occupancy Cap
[24 CFR 983.262]

As of April 17, 2018, Glendale Housing may not pay housing assistance under a PBV HAP contract for more than the greater of 25 units or 25 percent of the number of dwelling units in a project unless:

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project

If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17].

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined by Glendale Housing and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit. However, if the FSS family fails to successfully complete the FSS contract of participation or supportive services objective and consequently is no longer eligible for the supportive services, the family must vacate the unit within a reasonable period of time established by Glendale Housing, and Glendale Housing shall cease paying HAP on behalf of the family.

Further, when a family (or remaining members of a family) residing in an excepted unit no longer meets the criteria for a "qualifying family" because the family is no longer an elderly family due to a change in family composition, Glendale Housing has the discretion to allow the family to remain in the excepted unit. If Glendale Housing does not exercise this discretion, the family must vacate the unit within a reasonable period of time established by Glendale Housing, and Glendale Housing must cease paying housing assistance payments on behalf of the non-qualifying family.

Individuals in units with supportive services who choose to no longer participate in a service or who no longer qualify for services they qualified for at the time of initial occupancy cannot subsequently be denied continued housing opportunity because of this changed

circumstance. Glendale Housing or owner cannot determine that a participant's needs exceed the level of care offered by qualifying services or require that individuals be transitioned to different projects based on service needs.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by Glendale Housing.

Glendale Housing will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to circumstances beyond the remaining family members' control. In all other cases, Glendale Housing will provide written notice to the family and owner promptly after making the determination. The family will be given 30 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 30-day time frame, Glendale Housing will terminate the housing assistance payments at the expiration of this 30-day period.

Glendale Housing may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

PART 8: DETERMINING RENT TO OWNER

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the AHAP contract states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner's request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

A. Rent Limits
[24 CFR 983.301]

Except for certain tax credit units, the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by Glendale Housing, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

B. Certain Tax Credit Units

[24 CFR 983.301(c)]

For certain tax credit units, the rent limits are determined differently than for other PBV units. Different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same project, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds 110 percent of the fair market rent or any approved exception payment standard;

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

A *qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

Tax credit rent is the rent charged for comparable units of the same bedroom size in the project that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

C. Reasonable Rent
[24 CFR 983.301(e) and 983.302(c)(2)]

Glendale Housing shall determine reasonable rent in accordance with 24 CFR 983.303. The rent to owner for each contract unit may at no time exceed the reasonable rent, except in cases where Glendale Housing has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. However, the rent to owner must be reduced in the following cases:

- To correct errors in calculations in accordable with HUD requirements;
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 24 CFR 983.55;
- If a decrease in rent to owner is required based on changes in the allocation of the responsibility for utilities between owner and tenant.

If Glendale Housing has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

D. Use of FMRs, Exception Payment Standards, and Utility Allowance
[24 CFR 983.301(f)]

When determining the initial rent to owner, Glendale Housing shall use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, Glendale Housing shall use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, Glendale Housing may, for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program.

E. Use of Small Area FMRs (SAFMRs)
[24 CFR 888.113(h)]

Glendale Housing will not apply SAFMRs to the PHA's PBV program.

F. Redetermination of Rent
[24 CFR 983.302]

Glendale Housing shall redetermine the rent to owner upon the owner's request or when there is a 10 percent or greater decrease in the published FMR.

Rent Increase

An owner's request for a rent increase must be submitted to Glendale Housing 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.
Glendale Housing may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment, except where Glendale Housing has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

Notice of Rent Change

Glendale Housing will provide the owner with 30 days written notice of any change in the amount of rent to owner.

G. Rent for Glendale Housing-Owned Units
[24 CFR 983.301(g)]

For Glendale Housing-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. Glendale Housing shall use the rent to owner established by the independent entity.

H. Reasonable Rent
[24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by Glendale Housing, except where Glendale Housing has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

I. When Rent Reasonable Determinations Are Required

Glendale Housing shall redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a 10 percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- Glendale Housing approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same building or project; or
- There is any other change that may substantially affect the reasonable rent.

J. Effect of Other Subsidy
[24 CFR 983.304]

To comply with HUD subsidy layering requirements, at the discretion of HUD or its designee, Glendale Housing shall reduce the rent to owner because of other governmental subsidies, including tax credits or tax exemptions, grants, or other subsidized funding.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;

- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

PART 9: PAYMENTS TO OWNER

During the term of the HAP contract, Glendale Housing shall make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments shall be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment shall be paid to the owner on or about the first day of the month for which payment is due, unless the owner and Glendale Housing agree on a later date.

Except for discretionary vacancy payments, Glendale Housing may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract.

A. Vacancy Payments
[24 CFR 983.252]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if Glendale Housing determines that the vacancy is the owner's fault. If Glendale Housing determines that the owner is responsible for a vacancy and, as a result, is not entitled to the keep the housing assistance payment, Glendale Housing will notify the landlord of the amount of housing assistance payment that the owner must repay. Glendale Housing will require the owner to repay the amount owed.

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified Glendale Housing of the vacancy.
In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and Glendale Housing may require the owner to provide documentation to support the request. If the owner does not provide the information requested by Glendale Housing within 10 business days of Glendale Housing's request, no vacancy payments will be made.

B. Tenant Rent to Owner
[24 CFR 983.353]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by Glendale Housing in accordance with HUD requirements. Any changes in the

amount of tenant rent will be effective on the date stated in the Glendale Housing notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The appropriate utility allowance for a project-based unit is the utility allowance for the size of the dwelling unit actually leased.

The amount of the tenant rent determined by Glendale Housing is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by Glendale Housing. The owner must immediately return any excess payment to the tenant.

C. Tenant and Glendale Housing Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by Glendale Housing.

Glendale Housing is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. Glendale Housing is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. Glendale Housing may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

D. Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, Glendale Housing shall pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner shall be zero.

Glendale Housing may elect to pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If Glendale Housing chooses to pay the utility supplier directly, Glendale Housing shall notify the family of the amount paid to the utility supplier.

E. Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

F. Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

Chapter 36

36 EMERGENCY HOUSING VOUCHERS (EHVs)

36.1.1 INTRODUCTION

This chapter describes HUD regulations and PHA policies for administering EHVs. The policies outlined in this chapter are organized into seven sections, as follows:

Part I: Funding

Part II: Partnering Agencies

Part III: Waiting List Management Part IV: Family Eligibility

Part V: Housing Search and Leasing

Part VI: Use of Funds, Reporting, and Financial Records

Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to EHVs.

36.1 PART I: FUNDING

36.1.1 EHV-I.A. FUNDING OVERVIEW

The American Rescue Plan Act of 2021 (ARP) provides administrative fees and funding for the costs of administering emergency housing vouchers (EHVs) and other eligible expenses defined in Notice PIH 2021-15.

Housing Assistance Payments (HAP) Funding

ARP funding obligated to the PHA as housing assistance payments (HAP) funding may only be used for eligible EHV HAP expenses (i.e., rental assistance payments). EHV HAP funding may not be used for EHV administrative expenses or for the eligible uses under the EHV services fee.

36.1.2 Administrative Fee and Funding

The following four types of fees and funding are allocated as part of the EHV program:

1. **Preliminary fees** support immediate start-up costs that the PHA will incur in implementing alternative requirements under EHV, such as outreach and coordination with partnering agencies:
    1) $400 per EHV allocated to the PHA, once the consolidated annual contributions contract (CACC) is amended.
    2) This fee may be used for any eligible administrative expenses related to EHVs.
    3) The fee may also be used to pay for any eligible activities under EHV service fees (EHV-
    4) 1.B).
2. **Placement fees/expedited issuance reporting fees** will support initial lease-up costs and the added cost and effort required to expedite leasing of EHVs:
    1) $100 for each EHV initially leased, if the PHA reports the voucher issuance date in Public Housing Information Center- Next Generation (PIC-NG) system
    2) Placement fees:
        a) $500 for each EHV family placed under a HAP contract effective within four months of the effective date of the ACC funding increment or
        b) $250 for each EHV family placed under a HAP contract effective after four months, but less than six months after the effective date of the ACC funding increment.
    3) Placement/expedited issuance fees only apply to the initial leasing of the voucher; they are not paid for family moves or to turnover vouchers.

3. **Ongoing administrative fees,** which are calculated in the same way as the standard HCV program:
    1) PHAs are allocated administrative fees using the full column A administrative fee amount for each EHV under contract as of the first day of each month.
    2) Ongoing EHV administrative fees may be subject to proration in future years, based on available EHV funding.
4. **Services fees,** which are a one-time fee to support PHAs' efforts to implement and operate an effective EHV services program in its jurisdiction:
    1) The fee is allocated once the PHA's CACC is amended to reflect EHV funding.
    2) The amount allocated is $3,500 for each EHV allocated.

36.1.2 EHV-I.B. SERVICE FEES

Services fee funding must be initially used for defined eligible uses and not for other administrative expenses of operating the EHV program. Service fees fall into four categories:

1. Housing search assistance
2. Security deposit/utility deposit/rental application/holding fee uses
3. Owner-related uses
4. Other eligible uses such as moving expense or tenant-readiness services

PHA Policy

To the greatest extent possible, the PHA will seek to use other funding sources (ESG funding) for covering the service fees to the landlord. The PHA will focus its service fees for providing essential household items to the family, such that, the family will have the greatest opportunity to be successful (remain housed) on the EHV program.

The eligible uses for service fees include:

36.1.3 Housing search assistance, which may include activities such as, but not limited to, helping a family identify and visit potentially available units during their housing search, helping to find a unit that meets the household's disability-related needs, providing transportation and directions, assisting with the completion of rental applications and PHA forms, and helping to expedite the EHV leasing process for the family.

Application fees/non-refundable administrative or processing fees/refundable application deposit assistance. The PHA may choose to assist some or all of these expenses.

36.1.4 Holding fees, are fees an owner request that are rolled into the security deposit after an application is accepted but before a lease is signed. The PHA may cover part or all of the holding fee for units where the fee is required by the owner after a tenant's application has been accepted but before the lease signing.
The PHA and owner must agree on how the holding fee gets rolled into the deposit, and under what conditions the fee will be returned. In general, owners need to accept responsibility for making needed repairs to a unit required by the initial housing quality standards (HQS) inspections and can only keep the holding fee if the client is at fault for not entering into a lease.

36.1.5 Security deposit assistance. The amount of the security deposit assistance may not exceed the lesser of two months of rent to the owner, the maximum-security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. The PHA may pay the security deposit directly to the owner or may pay the assistance to the family. If paid to the family, the PHA will require documentation that the family paid the security deposit.

36.1.6 Utility deposit assistance/utility arrears. The PHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The PHA may pay the utility deposit assistance directly to the utility company or may pay the assistance to the family. If paid to the family, the PHA will require documentation the family paid the utility deposit. The PHA will require the utility supplier or family to return the utility deposit assistance to the PHA at such time the deposit is returned by the utility supplier (less any amounts retained by the utility ty supplier). In addition, some families may have large balances with gas, electric, water, sewer, or trash companies that will make it difficult if not impossible to establish services for tenant-supplied utilities. The PHA may also provide the family with assistance to help address these utility arrears to facilitate leasing. Utility deposit assistance returned to the PHA will be used for either services fee eligible uses or other EHV administrative costs, as required by HUD.

36.1.7 Owner recruitment and outreach for EHVs. The PHA may use the service fee funding to conduct owner recruitment and outreach specifically for EHVs. In addition to traditional owner recruitment and outreach, activities may include conducting pre-inspections or otherwise expediting the inspection process, providing enhanced customer service, and offering owner incentive and/or retention payments.

36.1.8 Owner incentive and/or retention payments. The PHA will make an incentive or retention payment to owners that agree to initially lease their unit to an EHV family and/or renew the lease of an EHV family. The PHA will pay one month of owner rent as an incentive to lease to an EHV family.

Payments will be made as a single payment at the beginning of the assisted lease term (or lease renewal if a retention payment). Owner incentive and retentions payments are not housing assistance payments and are not part of the rent to owner and are not taken into consideration when determining whether the rent for the unit is reasonable.

36.1.9 Moving expenses (including move-in fees and deposits). The PHA may provide assistance for some or all of the family's reasonable moving expenses when they initially lease a unit with the EHV. The PHA will not provide moving expenses assistance for subsequent moves unless the family is required to move for reasons other than something the family did or failed to do (e.g., the PHA is terminating the HAP contract because the owner did not fulfill the owner responsibilities under the HAP contract or the owner is refusing to offer the family the opportunity to enter a new lease after the initial lease term, as opposed to the family choosing to terminate the tenancy in order to move to another unit), or a family has to move due to domestic violence, dating violence, sexual assault, or stalking.

36.1.10 Tenant-readiness services. The PHA may use fees to help create a customized plan to address or mitigate barriers that individual families may face in renting a unit with an EHV, such as negative credit, lack of credit, negative rental, or utility history, or to connect the family to other community resources (including COVID-related resources) that can assist with rental arrears.

36.1.11 Essential household items. The PHA may use services fee funding to assist the family with some or all of the costs of acquiring essential household items such as tableware, cooking equipment, beds or bedding, and essential sanitary products such as soap and toiletries.

36.1.12 Renter's insurance if required by the lease. The PHA may choose to assist the family with some or all this cost.

Any services fee assistance that is returned to the PHA after its initial or subsequent use may only be applied to the eligible services fee uses defined in Notice PIH 2021-15 (or subsequent notice) or other EHV administrative costs. Any amounts not expended for these eligible uses when the PHA's EHV program ends must be remitted to HUD.

If a tenant pays some or all of the service fees for securing a unit under the EHV program, the PHA will reimburse the tenant for amounts paid provided the tenant can supply documentation as proof of payment.

The PHA shall limit the amount of service fees paid to the landlord for any allowable service fee expenses to $4,500.00. Exhibit EHV-3.

If after the initial lease term has expired and the tenant desires to move to a different unit under the EHV program, and the move is prior to Sept. 30, 2023, the PHA will consider providing some, or all, of these service fees for the new unit and landlord. The PHA will review its service fee funding for the availability of funds to support this new lease.

36.2 PART II: PARTNERING

36.2.1 AGENCIES EHV-II.A. CONTINUUM OF CARE (CoC)

PHAs that accept an allocation of EHVs are required to enter into a Memorandum of Understanding (MOU) with the Continuum of Care (CoC) to establish a partnership for the administration of EHVs.

PHA Policy

The PHA has entered into an MOU with Maricopa Association of Governments (MAG) Exhibit EHV -1 for a copy of the MOU.

36.2.2 EHV-ILB. OTHER PARTNERING ORGANIZATIONS

The PHA may, but is not required to, partner with other organizations trusted by persons experiencing homelessness, such as victim services providers (VSPs) and other community partners. If the PHA chooses to partner with such agencies, the PHA must either enter into an MOU with the partnering agency or the partnering agency may be added to the MOU between the PHA and the CoC.

36.2.3 EHV-11.C. REFERRALS

36.2.4 CoC and Partnering Agency Referrals

The primary responsibility of the CoC under the MOU with the, PHA is to make direct referrals of qualifying individuals and families to the PHA. The PHA may refer a family that is seeking EHV assistance directly from the PHA to the CoC or other referring agency for initial intake, assessment, and possible EHV assistance. Partner CoCs are responsible for determining whether the family qualifies under one of the four eligibility categories for EHVs. The CoC or other direct referral partner must provide supporting documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance.

The PHA will only issue EHV Vouchers to families or individuals referred by the CoC.

PHA Policy

The CoC or partnering agency must establish and implement a system to identify EHV- eligible individuals and families within the agency's caseload and make referrals to the PHA. The CoC or other partnering agency must certify that the EHY applicants they refer to the PHA meet at least one of the four EHV eligibility criteria. The PHA will maintain a

copy of the referral or certification from the CoC or other partnering agency in the participant's file along with other eligibility paperwork. Homeless service providers and Victim's services providers must use the established referral form Exhibit EHV-2 of this chapter.

As part of the MOU, the PHA and CoC or other partnering agency will identify staff positions to serve as lead EHV liaisons. These positions will be responsible for transmission and acceptance of referrals. The CoC or partnering agency must commit sufficient staff and resources to ensure eligible individuals and families are identified and determined eligible in a timely manner.

The PHA liaison responsible for acceptance of referrals will contact the CoC or partnering agency liaison via email indicating the number of vouchers available and requesting an appropriate number of referrals. No more than five business days from the date the CoC or partnering agency receives this notification, the CoC or partnering agency liaison will provide the PHA with a list of eligible referrals including the name, address, and contact phone number for each HOH who is being referred:

36.3.5 Offers of Assistance with CoC Referral

The PHA may make an EHV available without a referral from the CoC or other partnering organization to facilitate an emergency transfer under VAWA in accordance with the PHA's Emergency Transfer Plan (ETP) found in this plan.

The PHA must also take direct referrals from outside the CoC if:

1. The CoC does not have enough eligible families to refer to the PHA; or
2. The CoC does not identify families that may be eligible for EHV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.

If at any time the PHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC or other partner referral agencies (or the PHA and CoC cannot identify any such alternative referral partner agencies), HUD may permit the PHA on a temporary or permanent basis to take EHV applications directly from applicants and admit eligible families to the EHV program in lieu of or in addition to direct referrals in those circumstances.

36.3 PART III: WAITING LIST MANAGEMENT

36.3.1 EHV-III. A. HCV WAITING LIST

The regulation that requires the PHA to admit applicants as waiting list admissions or special admissions in
accordance with admission policies in this plan, does not apply to
PHAs operating the EHV program. Direct referrals are not added to
the PHA's HCV waiting list.

The PHA must inform families on the HCV waiting list of the availability of EHVs by, at a minimum, either by posting the information to their website or providing public notice in their respective communities in accordance with the requirements listed in Notice PIH 2021-15.

PHA Policy

The PHA will post information about the EHV program for families on the PHA's HCV waiting list on their website. The notice will:

i. Describe the eligible populations to which EHVs are limited
ii. Clearly state that the availability of these EH Vs is managed through a direct referral process
iii. Advise the family to contact the CoC (or any other PHA referral partner, if applicable) if the family believes they may be eligible for EHV assistance

The PHA will ensure effective communication with persons with disabilities, including those with vision, hearing, and other communication-related disabilities in accordance with this plan. The PHA will also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP) in accordance with this plan

36.3.2 EHV-III.B. EHV WAITING LIST

The HCV regulations requiring the PHA to operate a single waiting list for admission to the HCV program do not apply to PHAs operating the EHV program. Instead, when the number of applicants referred by the CoC or partnering agency exceeds the EHVs available, the PHA must maintain a separate waiting list for EHV referrals, both at initial leasing and for any turnover vouchers that may be issued prior to September 30, 2023.

Further, the EHV waiting list is not subject to PHA policies within this plan, regarding opening and closing the HCV waiting list. The PHA will work directly with its CoC and other referral agency partners to manage the number of referrals and the size of the EHV waiting list.

36.3.3 EHV-111. C. PREFERENCES

36.3.4 HCV Waiting List Preferences

If local preferences are established by PHA for HCV, they do not apply to EHVs. However, if the PHA has a homeless preference or a preference for the HCV waiting list, the PHA may adopt additional policies related to EHVs in accordance with Notice PIH 2021-15.

PHA Policy

The PHA will refer any applicant on the waiting list that indicated they qualify for homeless preference to Maricopa Association of Governments (MAG) or (CoC). The CoC will determine whether the family is eligible for an EHV.

36.3.5 EHV Waiting List Preferences

Apart from a residency preference, the PHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for EHVs. The PHA may, however, choose to not establish any local preferences for the EHV waiting list.

PHA Policy

No local preferences have been established for the EHV waiting list.

36.4 PART IV: FAMILY ELIGIBLTY

36.4.1 EHV-IV.A. OVERVIEW

The CoC or referring agency determines whether the individual or family meets any one of the four eligibility criteria described in Notice PIH 2021-15 and then refers the family to the PHA.

The PHA determines that the family meets other eligibility criteria for the HCV program, as modified for the EHV program and outlined below.

36.4.2 EHV-IV.B. REFERRING AGENCY DETERMINATION OF ELIGIBLITY

To be eligible for an EHV, an individual or family must meet one of four eligibility criteria:

1. Homeless as defined in 24 CFR 578.3.
2. At risk of homelessness as defined in 24 CFR 578.3.
3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking (as defined in Notice PIH 2021-15); or human trafficking (as defined in the 22 U.S.C. Section 7102); or
4. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability as determined by the CoC or its designee in accordance with the definition in Notice PIH 2021-15.

As applicable, the CoC or referring agency must provide documentation to the PHA of the referring agency' s verification that the family meets one of the four eligible categories for EHY assistance. The PHA must retain this documentation as part of the family's file.

36.4.3 EHV-IV.C. PHA SCREENING

Overview

HUD waived 24 CFR 982.552 and 982.553 in part for the EHV applicants and established alternative requirement for mandatory and permissive prohibitions of admissions. Except where applicable, PHA policies regarding denials in Chapter 3 of this policy do not apply to screening individuals and families for eligibility for an EHV. Instead, the EHV alternative requirement listed in this section will apply to all EHV applicants.

The mandatory and permissive prohibitions listed in Notice PIH 2021-15 and in this chapter, however, apply only when screening the individual or family for eligibility for an EHV. When adding a family member after the family has been placed under a HAP contract with EHY assistance, the regulations at 24 CFR 982.551 (h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular HCV screening criteria in this plan, in doing so.

36.4.4 Mandatory Denials

Under alternative requirements for the EHV program, mandatory denials for EHV applicants include:

1. 24 CFR 982.553(a) (1)(ii)(C), which prohibits admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
2. 24 CFR 982.553(a)(2)(i), which prohibits admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

The PHA must deny admission to the program if any member of the family fails to sign and submit consent forms for obtaining information as required by 24 CFR 982.552(b)(3) but should notify the family of the limited EHV grounds for denial of admission first.

PHA Policy

While the PHA will deny admission to the program if any adult member (or head of household or spouse, regardless of age) fails to sign and submit consent forms, the PHA will first notify the family of the limited EHV grounds for denial of admission as part of the notice of denial that will be mailed to the family.

36.4.5 Permissive Denial

Notice PIH 2021-15 lists permissive prohibitions for which the PHA may, but is not required to, deny admission to EHV families. The notice also lists prohibitions that, while allowable under the HCV program, may not be used to deny assistance for EHV families.

If the PHA intends to establish permissive prohibition policies for EHV applicants, the PHA must first consult with its CoC partner to understand the impact that the proposed prohibitions may have on referrals and must take the CoC's recommendations into consideration.

PHA Policy

The PHA will not apply permissive prohibition to the screening of EHV applicants.

The PHA may also deny assistance to household members already receiving assistance from another program in accordance with Section 9.h. of Notice PIH 2021-15.

In compliance with PIH 2021-15, the PHA will not deny an EHV applicant admission regardless of whether:

a. Any member of the family has been evicted from federally assisted housing in the last five years.

b. A PHA has ever terminated assistance under the program for any member of the family.

c. The family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

d. The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

e. The family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.

f. The family would otherwise be prohibited admission under alcohol abuse standards established by the FHA in accordance with 24 CFR 982.553(a)(3).

g. The PHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.

36.4.6 EHV-IV.D. INCOME VERIFICATION AT ADMISSION

36.4.7 Self-Certification at Admission

The requirement to obtain third-party verification of income in accordance with Notice PIH 2018-18 does not apply to the EHV program applicants at admission, and alternatively, PHAs may consider self-certification the highest form of income verification at admission. As such, PHA policies related to the verification of income in this plan do not apply to EHV families at admission, Instead, applicants must submit an affidavit attesting to their reported income, assets, expenses, and other factors that would affect an income eligibility determination.

Additionally, applicants may provide third-party documentation that represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the PHA's request.

PHA Policy

Any documents used for verification must be the original (not photocopies) and dated within the 60-day period prior to admission. The documents must not be damaged, altered, or in any way illegible.

Printouts from webpages are considered original documents.

Any family self-certifications must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified.

The PHA will incorporate additional procedures to remind families of the obligation to provide true and complete information in accordance with this plan. The PHA will address any material discrepancies (i.e., unreported income or a substantial difference in reported income) that may arise later. The PHA may, but is not required to, offer the family a repayment agreement in accordance this plan. If the family fails to repay the excess subsidy, the PHA will terminate the family's assistance in accordance with the policies within this plan.

36.4.8 Recently Conducted Income Determinations

PHAs may accept income calculations and verifications from third-party providers or from an examination that the PHA conducted on behalf of the family for another subsidized housing program in lieu of conducting an initial examination of income if:

1. The income was calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months; and
2. The family certifies there has been no change in income or family composition in the interim.

PHA Policy

The PHA will accept income calculations and verifications from third-party providers provided they meet the criteria outlined above.

The family certification must be made in a format acceptable to the PHA and must be signed by all adult family members whose information or status is being verified.

At the time of the family's annual reexamination the PHA must conduct the annual reexamination of income as outlined at 24 CFR 982.516 and PHA policies in this plan.

37.4.9 EIV Income Validation

Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the PHA must:

1. Review the EIV Income and Income Validation Tool (IVT) reports to confirm and validate family-reported income with 90 days of the PIC submission date.
2. Print and maintain copies of the EIV Income and IVT Reports in the tenant file; and
3. Resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

Prior to admission, PHAs must continue to use HUD's EIV system to search for all household members using the Existing Tenant Search in accordance with PHA policies in this plan.

If a PHA later determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program in accordance with this plan.

37.4.10 EHV-IV.E. SOCIAL SECURITY NUMBER AND CITIZENSHIP STATUS VERIFICATION

For the EHV program, the PHA is not required to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program. Instead, PHAs may adopt policies to admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the PHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

PHA Policy

The PHA will admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. These individuals must provide the required documentation in accordance with policies in Chapter 7 within 180 days of admission. The PHA may provide an additional 60-day extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

If the PHA determines that an ineligible family received assistance, the PHA will take steps to terminate that family from the program in accordance with the policies in this plan.

36.4.11 EHV-IV.F. AGE AND DISABILITY VERIFICATION

PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the PHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

PHA Policy

The PHA will accept self-certification of date of birth and disability status if a higher form of verification is not immediately available. The certification must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified. If self-certification is accepted, within 90 days of admission, the PHA will verify the information in EIV or through other third-party verification if the information is not available in EIV. The PHA will note the family file that self-certification was used as initial verification and include an EIV printout or other third-party verification confirming the applicant's date of birth and/or disability status.

If the PHA determines that an ineligible family received assistance, the PHA will take steps to terminate that family from the program in accordance with policies in this plan.

36.4.12 EHV-IV.G. INCOME TARGETING

The PHA must determine income eligibility for EHV families in accordance with 24 CFR 982.201 and PHA policy in this plan; however, income targeting requirements do not apply for EHV families. The PHA may still choose to include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families
are admitted.

PHA Policy

The PHA will not include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

36.5 PART V: HOUSING

36.5.1 SEARCH AND LEASING EHV-V.A. INITIAL VOUCHER TERM

Unlike the standard HCV program, which requires an initial voucher term of at least 60 days, EHV vouchers must have an initial search term of at least 120 days. PHA policies on extensions as outlined in this plan will apply.

PHA Policy

All EHVs will have an initial term of 120 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless the PHA grants an extension.

36.5.2 EHV-V.B. HOUSING SEARCH ASSISTANCE

The PHA must ensure housing search assistance is made available to EHV families during their initial housing search. The housing search assistance may be provided directly by the PHA or through the CoC or another partnering agency or entity.

At a minimum, housing search assistance must:

1. Help individual families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low poverty neighborhoods.
2. Provide transportation assistance and directions to potential units.
3. Conduct owner outreach.
4. Assist with the completion of rental applications and PHA forms; and
5. Help expedite the EHV leasing process for the family

PHA Policy -.

As identified in the MOU between the PHA and CoC, the following housing search assistance will be provided to each EHV family:

The PHA will:

1. Conduct owner outreach in accordance with policies in this plan, provide directions to potential units as part of the EHV briefing packet.
2. Expedite the EHV leasing process for the family to the extent practicable and in accordance with policies in this chapter
3. At least every 30 days, conduct proactive check-ins via email and telephone with families who are searching with an EHV and remind them of their voucher expiration date
4. Assign a dedicated landlord liaison for EHV voucher families

The CoC will:

1. Help families identify potentially available units during their

housing search, including physically accessible units with features for family members with disabilities, as well as units in low-poverty neighborhoods

2. Provide transportation assistance to potential units
3. Assist the family with the completion of rental applications and PHA forms

36.5.3 EHV-V.C. HQS PRE-INSPECTIONS

To expedite the leasing process, PHAs may pre-inspect available units the EHV families may be interested in leasing to maintain a pool of eligible units.

PHA Policy

To expedite the leasing process, the PHA may pre-inspect available units the EHV families may be interested in leasing to maintain a pool of eligible units. If an EHV family selects a unit that passed an HQS pre-inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval, the unit may be approved provided that it meets all other conditions under 24 CFR 982.305.

The family will be free to select his or her unit.

When a pre-inspected unit is not selected, the PHA will make every effort to fast-track the inspection process, including adjusting the normal inspection schedule for any required reinspection

36.5.4 EHV-V.D. INITIAL LEASE TERM

Unlike in the standard HCV program, EHV voucher holders may enter to an initial lease that is for less than 12 months, regardless of the PHA policy in this plan

36.5.4.1 EHV-V.E. PORTABILITY

The normal HCV portability procedures and requirements outlined in this plan generally apply to EHVs. Exceptions are addressed below:

36.5.4.2 Nonresident Applicants

Under EHV, applicant families may move under portability even if the family did not have legal residency in the jurisdiction of the initial PHA when they applied, regardless of PHA policy in this plan.

36.5.4.3 Billing and Absorption

A receiving PHA cannot refuse to assist an incoming EHV family, regardless of whether the PHA administers EHVs under its own ACC.

1. If the EHV family moves under portability to another PHA that administers EHVs under its own ACC:
    a. The receiving PHA may only absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do-so).
    b. If the PHA does not have an EHV available to absorb the family, it must bill the initial

PHA. The receiving PHA must allow the family to lease the unit with EHV assistance and may not absorb the family with a regular HCV when the family leases the unit.

c. Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family's EHV assistance, the EHV administration of the voucher is in accordance with the receiving PHA's EHV policies.

2. If the EHV family moves under portability to another PHA that does not administer EHV under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

36.5.4.4 Family Briefing

In addition to the applicable family briefing requirements at 24 CFR 982.301 (a)(2) as to how portability works and how portability may affect the family' s assistance, the initial PHA must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

The initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing, taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP).

PHA Policy

In addition to following PHA policy on briefings, as part of the briefing packet for EHV families, the PHA will include a written notice that the PHA will assist the family with moves under portability.

For limited English proficient (LEP) applicants, the PHA will provide interpretation services in accordance with the PHA' s LEP plan.

36.5.4.5Coordination of Services

If the portability move is in connection with the EHV family's initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on the EHV services and assistance that will be made available to the family.

PHA Policy

For EHV families who are exercising portability when the PHA contacts the receiving PHA in accordance with this plan. Pre-approval contact with receiving PHA, the PHA will consult and coordinate with the receiving PHA to ensure there is no duplication of EHV services and assistance and ensure the receiving PHA is aware of the maximum amount of services fee funding that the initial PHA may provide to the receiving PHA on behalf of the family.

36.5.4.6 Services Fee

Standard portability billing arrangements apply for HAP and ongoing administrative fees for EHV families.

For service fees funding, the amount of the service fee provided by the initial PHA may not exceed the lesser of the actual cost of the services and assistance provided to the family by the receiving PHA or $1,750, unless the initial PHA and receiving PHA mutually agree to change the $1,750 cap. Service fees are paid as follows:

1. If the receiving PHA, in consultation and coordination with the initial PHA, will provide eligible services or assistance to the incoming EHV family, the receiving PHA may be

compensated for those costs by the initial PHA, regardless of whether the receiving PHA bills or absorbs.

2. If the receiving PHA administers EHYs, the receiving PHA may use its own services fee and may be reimbursed by the initial PHA, or the initial PHA may provide the services funding upfront to the receiving PHA for those fees and assistance.
3. If the receiving PHA does not administer EHVs, the initial PHA must provide the services funding upfront to the receiving PHA. Any amounts provided to the receiving PHA that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving PHA to the initial PHA.

36.5.4.7 Placement Fee/Issuance Reporting Fee

If the portability lease-up qualifies for the placement fee/issuance reporting fee, the receiving PHA receives the full amount of the placement component of the placement fee/issuing reporting fee. The receiving PHA is eligible for the placement fee regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up. The initial PHA qualifies for the issuance reporting component of the placement fee/issuance reporting fee, as applicable.

36.5.5 EHV-V.F. PAYMENT STANDARDS

36.5.5.1 Payment Standard Schedule

For the EHV program, HUD has waived the regulation requiring a single payment standard for each unit size. Instead, the PHA may, but is not required to, establish separate higher payment standards for EHVs. Lower EHV payment standards are not permitted.

Further, if the PHA chooses to establish higher payments standards for EHVs, HUD has provided other regulatory waivers:

1. Defining the " basic range" for payment standards as between 90 and 120 percent of the published Fair Market Rent (FMR) for the unit size (rather than 90 to 110 percent).
2. Allowing a PHA that is not in a designated Small Area FMR (SAFMR) area or has not opted to voluntarily implement SAFMRs to establish exception payment standards for a ZIP code area above the basic range for the metropolitan FMR based on the HUD published SAFMRs. The PHA may establish an exception payment standard up to 120 percent (as opposed to 110 percent) of the HUD published Small Area FMR for that ZIP code area. The exception payment standard must apply to the entire ZIP code area.
3. The PHA must notify HUD if it establishes an EHV exception payment standard based on the SAFMR.

PHA Policy

The PHA has established a higher payment standard amount for EHVs. The payment standard will be issued at 120% of the HUD published FMR.

36.5.5.2 Rent Reasonableness

All rent reasonableness requirements apply to EHV units, regardless of whether the PHA has established an alternative or exception EHV payment standard.

36.5.5.3 Increases in Payment Standards

The requirement that the PHA apply increased payment standards at the family's first regular recertification on or after the effective date of the increase does not apply to EHV. The PHA may, but is not required to, establish an alternative policy on when to apply the increased payment standard, provided the increased payment standard is used to calculate the HAP no later than the effective date of the family's first regular reexamination following the change.

PHA Policy

The PHA will not establish an alternative policy for increases in the payment standard. PHA policy within this plan, increases in payment standards will apply to EHV. The new payment standard will be established with HUD updates the FMR annually.

36.5.6 EHV-V.G. TERMINATION OF VOUCHERS

After September 30, 2023, a PHA may not reissue EHVs when assistance for an EHV-assisted family ends. This means that when an EHV participant (a family that is receiving rental assistance under a HAP contract) leaves the program for any reason, the PHA may not reissue that EHV to another family unless it does so no later than September 30, 2023.

If an applicant family that was issued the EHV is unsuccessful in finding a unit and the EHV expires after September 30, 2023, the EHV may not be reissued to another family.

All EHVs under lease on or after October I, 2023, may not under any circumstances be reissued to another family when the participant leaves the program for any reason.

An EHV that has never been issued to a family may be initially issued and leased after September 30, 2023, since this prohibition only applies to EHVs that are being reissued upon turnover after assistance to a family has ended. However, HUD may direct PHAs administering EHVs to cease leasing any unleased EHVs if such action is determined necessary by HUD to ensure there will be sufficient funding available to continue to cover the HAP needs of currently assisted EHV families.

36.6 PART VI: USE OF FUNDS, REPORTING, AND FINANCIAL RECORDS

EHV funds allocated to the PHA for HAP (both funding for the initial allocation and HAP renewal funding) may only be used for eligible EHV HAP purposes. EHV HAP funding obligated to the PHA may not be used for EHV administrative expenses or the other EHV eligible expenses under this notice. Likewise, EHV administrative fees and funding obligated to the PHA are to be used for those purposes and must not be used for HAP.

The appropriated funds for EHVs are separate from the regular HCV program and may not be used for the regular HCV program but may only be expended for EHV eligible purposes. EHV HAP funds may not roll into the regular HCV restricted net position (RNP) and must be tracked and accounted for separately as EHV RNP. EHV administrative fees and funding for other eligible expenses permitted by Notice P1H 2021-15 may only be used in support of the EHVs and cannot be used for regular HCVs. EHV funding may not be used for the repayment

of debts, or any amounts owed to HUD-by-HUD program participants including, but not limited to, those resulting from Office of Inspector General (OIG), Quality Assurance Division (QAD), or other monitoring review findings.

The PHA must comply with EHV reporting requirements in the Voucher Management System (VMS) and Financial Data Schedule (FDS) as outlined in Notice PIH 2021-15.

The PHA must maintain complete and accurate accounts and other records for the program and provide HUD and the Comptroller General of the United States full and free access to all accounts and records that are pertinent the administration of the EHVs in accordance with the HCV program requirements at 24 CFR 982.158.