

NACOGDOCHES HOUSING  
AUTHORITY

ADMINISTRATIVE  
PLAN FOR THE  
HOUSING CHOICE  
VOUCHER PROGRAM



EQUAL HOUSING  
OPPORTUNITY

## Contents

1.	INTRODUCTION .....	1
1.1.	Purpose of this Plan .....	1
1.2.	Legal Jurisdiction .....	1
2.	FAIR HOUSING AND EQUAL OPPORTUNITY .....	2
2.1.	Nondiscrimination and Affirmatively Furthering Fair Housing.....	2
2.2.	Applicable Federal Laws and Regulations .....	2
2.3.	Equitable Treatment .....	2
2.4.	Providing Information to Families and Landlords .....	3
2.5.	Discrimination Complaints.....	3
2.6.	Reasonable Accommodations for People with Disabilities.....	3
2.7.	Denial or Termination of Assistance .....	5
2.8.	Providing Information in Languages other than English for persons with Limited English Proficiency .....	5
3.	PRIVACY RIGHTS – FAMILY INFORMATION TO PROSPECTIVE OWNERS .....	6
4.	OUTREACH PROCEDURES.....	6
4.1.	Family Outreach .....	6
4.2.	Owner Outreach.....	7
5.	ELIGIBILITY FOR ADMISSION .....	7
5.1.	Family Composition / Definition.....	8
5.2.	Live-In Aide: .....	8
5.2.1.	<i>Relatives As Live-in Aides</i> .....	9
5.3.	Income Limitations.....	9
5.3.1.	<i>Exceptions to Very Low-Income Limit:</i> .....	10
5.3.2.	<i>Continuously Assisted</i> .....	10
5.3.3.	<i>Income-targeting.</i> .....	10
5.3.4.	<i>Income eligibility of higher education student’s parents or guardians.</i> .....	11
5.4.	Mandatory Social Security Numbers.....	11
5.5.	Mandatory Submission of Signed Consent Forms .....	11
5.5.1	Authorization for the Release of Information (Form HUD 9886-A) .....	11
5.5.2	Revocation of Consent.....	12
5.6.	Citizenship and Eligible Immigration Status.....	12
5.7.	Higher Education Student Eligibility .....	12
5.7.1.	<i>Independent Student Status</i> .....	13
5.8.	Grounds For Denial Of Program Assistance .....	13
5.9.	Terms Of Denial Of Program Assistance .....	14
5.10.	Screening For Suitability Of Tenant.....	15
6.	APPLYING FOR ADMISSION.....	16
6.1.	General Policy .....	16
6.2.	Opening/Closing Of Application Intake.....	16
6.3.	Application Procedures.....	17
6.3.1.	<i>Adding New Family Members To The Application</i> .....	18
6.3.2.	<i>Removing Family Members From The Application</i> .....	18
6.3.3.	<i>Notification Of Preliminary Eligibility Status</i> .....	19
6.3.4.	<i>Right to Informal Review</i> .....	19
6.4.	Selecting Applicants For Full Verification.....	19
6.4.1.	<i>Application interview procedure</i> .....	20
6.4.2.	<i>Verification of Personal Declaration Information</i> .....	20
6.4.3.	<i>Changes Between Date of Interview Notification and Interview Date</i> .....	20
6.4.3.1.	<i>Income Changes</i> .....	20

6.4.3.2.	<i>Family Composition Changes</i> .....	20
6.5.	Final Determination And Notification Of Eligibility .....	20
7.	MAINTAINING THE WAITING LIST .....	21
7.1.	Application Waiting List .....	21
7.2.	Waiting List Preferences .....	21
7.2.1.	<i>Federal Income Target</i> .....	21
7.2.2.	<i>Local Residency</i> .....	21
7.3.	Maintaining The Waiting List .....	22
7.4.	Updating / Purging The Waiting List .....	22
7.5.	Order Of Selection For Applicant Interview And Removal From Waiting List .....	22
7.6.	Finalizing The Determination Of Eligibility .....	23
8.	SUBSIDY STANDARDS .....	23
8.1.	Voucher Size Issued .....	23
8.2.	Unit Size Selected.....	24
9.	FAMILY COMPOSITION, RESIDENCE, AND INCOME CONSIDERATIONS.....	24
9.1.	Adding Members To The Participant Family:.....	24
9.2.	Principal Place Of Residence: .....	25
9.3.	Family Members Vacating And Other Considerations .....	25
9.3.1.	<i>Sole Member of Household:</i> .....	25
9.3.2.	<i>Spouse or Significant Other:</i> .....	25
9.3.3.	<i>Other Adult:</i> .....	26
9.3.4.	<i>Single Parent / Guardian:</i> .....	26
9.3.5.	<i>Students:</i> .....	26
9.3.6.	<i>Joint Custody of Children:</i> .....	26
9.3.7.	<i>Visitors:</i> .....	27
9.3.8.	<i>Reporting to the PHA:</i> .....	27
9.3.9.	<i>Temporarily Absent Family Member's Income:</i> .....	27
9.3.10.	<i>Income Of Person Permanently Confined To Nursing Home:</i> .....	28
9.3.11.	<i>Reduced Voucher Size and Subsidy Standard Based on Reduced Family Size:</i> .....	28
9.4.	Annualizing / Averaging Income: .....	28
9.5.	Regular Contributions And Gifts:.....	28
9.6.	Alimony And Child Support: .....	29
9.7.	Lump Sum Receipts: .....	29
9.8.	Assets Calculations.....	29
9.9.	Assets Disposed Of For Less Than Fair Value.....	30
9.10.	Child Care.....	30
9.11.	Medical Expenses:.....	31
9.12.	Declared Zero-income or Unreasonably Low Income: .....	31
10.	VERIFICATION PROCEDURES .....	31
10.1.	General Policy .....	31
11.	BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHERS .....	31
11.1.	Briefings .....	31
11.1.1.	<i>Purpose of the Briefing:</i> .....	31
11.1.2.	<i>Briefing Attendance Requirement:</i> .....	32
11.1.3.	<i>Format of the Briefing:</i> .....	32
11.1.4.	<i>Other Briefing Information:</i> .....	32
11.1.5.	<i>Household Obligations under the Housing Choice Voucher Program:</i> .....	33
11.1.6.	<i>Owner Referrals:</i> .....	34
11.2.	Security Deposit Requirements .....	34
11.3.	Voucher Issuance.....	34
11.3.1.	<i>Expirations:</i> .....	34

11.3.2.	<i>Extensions:</i>	35
11.3.3.	<i>Suspensions:</i>	35
11.4.	Portability	35
11.4.1.	<i>Regulatory Portability:</i>	35
11.4.2.	<i>Incoming Vouchers:</i>	36
11.5.	Moves Within The PHA Jurisdiction	36
11.6.	Changes in Applicant Family Composition and Income After Voucher Issuance	36
11.6.1.	<i>Income Changes:</i>	36
11.6.2.	<i>Family Composition Changes:</i>	36
12.	LOCATING SUITABLE HOUSING	36
12.1.	Responsibility For Locating Housing	36
12.2.	Eligible Types Of Housing	37
12.3.	Request For Tenancy Approval And Lease	37
13.	HOUSING QUALITY STANDARDS AND INSPECTIONS	37
13.1.	General Purpose	37
13.2.	Acceptable Criteria And Exceptions To HQS	38
13.3.	HQS Inspections	38
13.3.1.	<i>General Policy</i>	38
13.3.2.	<i>Inspection Protocols</i>	39
13.3.3.	<i>Non-Life-Threatening (NLT) And Life-Threatening (LT) Conditions</i>	39
13.3.4.	<i>Initial Inspections Utilizing NLT Provisions</i>	40
13.3.5.	<i>Suspending / Withholding of HAP for Inspections other than Initial</i>	41
13.3.6.	<i>Termination / Abatement of HAP for Inspections other than Initial</i>	41
13.3.7.	<i>HAP Contract Termination for Inspections other than Initial</i>	41
13.3.8.	<i>Tenant Caused HQS Violations</i>	41
13.4.	Rent Reasonableness Test	42
14.	LEASE APPROVAL AND HAP/VOUCHER CONTRACT EXECUTION	42
14.1.	Documents Submitted	42
14.2.	Initial Family Share Of Rent Limitations	43
14.3.	Rent Reasonableness Determination	43
14.4.	Owner Tenant Separate Agreements	43
14.5.	Lease Approval / Disapproval	44
14.6.	Disapproval Of Owners	44
14.7.	HAP Contract Execution	44
15.	PAYMENT STANDARDS, OWNER PAYMENT, UTILITY ALLOWANCE, AND MINIMUM RENT	45
15.1.	Payment Standards	45
15.2.	Affordability Adjustment To Payment Standards	45
15.3.	Utility Allowance	46
15.4.	Making Payments To Owners	46
15.5.	Utility Reimbursement Payments	46
15.6.	Minimum Rent	46
15.6.1.	<i>Hardship Requests for an Exception to Minimum Rent</i>	47
15.6.2.	<i>PHA Notification to Families of Right to Hardship Exception</i>	47
15.6.3.	<i>Suspension of Minimum Rent</i>	47
15.6.4.	<i>Temporary Hardship</i>	48
15.6.5.	<i>Long-Term Duration Hardships</i>	48
16.	ANNUAL REEXAMINATION	48
16.1.	Reexamination Notice To The Family	48
16.2.	Verification Of Information Provided	48
16.3.	Changes In Tenant Rent	48

17.	RENT INCREASES BY OWNER .....	49
18.	INTERIM REEXAMINATIONS .....	49
18.1.	Changes Between Annual Reexaminations .....	49
18.2.	Notice of HAP and Tenant Rent Changes .....	50
18.3.	Timely Reporting.....	50
18.3.1.	<i>Standard for Timely Reporting of Changes:</i> .....	50
18.3.2.	<i>Procedures When the Change is Reported in a Timely Manner:</i> .....	51
18.3.3.	<i>Procedures when the Change Is Not Reported in a Timely Manner:</i> .....	51
18.3.4.	<i>Procedures When the Change Is Not Processed by the PHA in a Timely Manner:</i> .....	52
18.3.5.	<i>Timing of Next Annual Reexamination:</i> .....	52
18.3.6.	<i>Changes in Family Composition:</i> .....	52
19.	HAP CONTRACT TERMINATION AND FAMILY MOVES .....	52
19.1.	Family Moves .....	52
19.2.	Family Notice To Move .....	53
19.3.	Participant Family Break-up.....	54
19.4.	Evictions .....	54
19.5.	Other Family Moves .....	54
19.6.	Owner Notice To Move .....	55
19.7.	Family Assistance Termination .....	55
19.8.	Owner Misrepresentation .....	55
19.9.	Change In Ownership .....	55
19.10.	Mid-Month Moves With Overlapping HAP Contracts .....	55
20.	DENIAL OR TERMINATION OF ASSISTANCE .....	56
20.1.	General Policy .....	56
20.1.1.	<i>Grounds For Termination Or Denial Of Assistance</i> .....	56
20.1.2.	<i>Requirement To Sign Consent Forms.</i> .....	56
20.1.3.	<i>Restriction On Assistance To Noncitizen.</i> .....	56
20.1.4.	<i>Termination Or Denial for Insufficient Program Funding.</i> .....	57
20.1.5.	<i>Other Considerations.</i> .....	57
20.2.	Zero Assistance Tenants .....	57
20.3.	Violence Against Women Act Provisions .....	58
21.	COMPLAINTS AND APPEALS .....	58
21.1.	Appeals By Applicants / Informal Reviews .....	58
21.2.	Appeals By Participants / Informal Hearings .....	59
22.	MISSED APPOINTMENTS .....	60
22.1.	Applicants .....	60
22.2.	Participants .....	61
23.	REPAYMENT AGREEMENTS .....	61
24.	SUPERVISORY QUALITY CONTROL REVIEWS.....	62
24.1.	Selection From Waiting List Review .....	62
24.2.	Rent Reasonable / Adjusted Income / HQS Enforcement Review .....	62
24.3.	HQS Inspections Review.....	62
25.	OPERATING RESERVE EXPENDITURES .....	62
26.	HOMEOWNERSHIP OPTION.....	63
26.1.	Additional Requirements For Participation .....	63
26.2.	Maximum Times To Locate And Purchase .....	63
26.3.	Issuing Rental Voucher If No Suitable House Found .....	63
26.4.	Minimum Cash Down Payment Or Equity Requirement .....	63
26.5.	Financing Requirements .....	63
26.6.	Requirements For Continuation Of Assistance .....	63
26.7.	Allowable Homeownership Expenses .....	64

26.8.	Additional Discretionary Policies.....	65
27.	RAD PROJECT-BASED VOUCHERS .....	65
27.1.	Eligibility .....	65
27.2.	Overcrowded, Under-Occupied, And Accessible Units.....	65
27.3.	Family Right To Move .....	66
27.4.	Vacancy Payments.....	66
27.5.	Resident Procedural Rights .....	67
27.5.1.	Termination Notification .....	67
27.5.2.	Grievance Process .....	67
27.5.3.	Renewal of Lease .....	68
27.6.	Income-Mixing Under RAD PBV HAP Contract .....	68
27.7.	Right to Return .....	68
27.8.	Phase-in of Tenant Rent Increases.....	68
27.9.	Earned income Disregard (EID) .....	<b>Error! Bookmark not defined.</b>
27.10.	RAD PBV Waiting List.....	69
27.11.	RAD PBV Subsidy Standards .....	69
27.12.	Tenant Screening .....	70
27.12.1.	Providing tenant information to owner or manager. ....	70
27.13.	RAD Pre-Lease Briefing .....	70
27.14.	When Total Tenant Payment Exceeds Gross Rent.....	70
28.	VIOLENCE AGAINST WOMEN ACT (VAWA) PROVISIONS.....	71
28.1.	Purpose And Applicability .....	71
28.2.	Goals And Objectives .....	71
28.3.	Definitions .....	71
28.4.	Notifications Provided.....	72
28.5.	Admissions And Screening .....	72
28.6.	Termination Of Tenancy Or Assistance .....	73
28.7.	Verification Of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking .....	73
28.8.	Non-Citizen Self-Petitioner Verification.....	74
28.9.	Emergency Transfer Plan .....	75
28.10.	Other Remedies .....	76
29.	EMERGENCY USE VOUCHERS .....	77
29.1.	Eligibility .....	76
29.2.	Order of Assistance .....	76
29.3.	Use of Emergency Vouchers .....	76

# **1. INTRODUCTION**

This Administrative Plan (Plan) has been prepared by the City of Nacogdoches Housing Authority (PHA) in conformance with requirements of 24 CFR 982.54. Administration of the Housing Programs and the functions and responsibilities of the Housing Authority of the City of Nacogdoches staff shall be in compliance with the Nacogdoches Housing Authority Employee Manual. All Federal, State and local housing laws will be followed and the PHA will comply with the City of Nacogdoches Housing Assistance Plans and Fair Housing Regulations.

## **1.1. Purpose of this Plan**

The overall plan for the Housing Choice Voucher Program is designed to achieve five major objectives:

1. To provide improved living conditions for low-income families while maintaining their rent payments at an affordable level.
2. To promote freedom of housing choice and spatial de-concentration of low income and minority families.
3. To provide decent, safe and sanitary housing for eligible participants.
4. To provide an incentive to private property owners to rent to low income families by offering timely assistance payments and counseling to tenants on obligations under their lease.
5. To provide homeownership opportunities for eligible participants.

The purpose of the Administrative Plan is to establish policies for matters which the Housing Authority has discretion to establish local policies and which are not covered under Federal regulation for the Housing Choice Voucher Program.

The Plan covers both admission and continued participation in this program.

The Board of Commissioners of the Housing Authority of the City of Nacogdoches must approve changes to the Plan with a copy sent to the Department of Housing and Urban Development (HUD).

The Housing Authority of the City of Nacogdoches is responsible for complying with all subsequent changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. When circumstances not addressed by provisions in this Plan arise, they will be reviewed on a case-by-case basis and appropriate actions will be taken as warranted. These actions will be documented by the Housing Coordinator and/or the Executive Director.

PHA staff shall develop (and revise when needed) operating procedures, systems, forms and methods designed to ensure that the policies set forth in this Administrative Plan are administered correctly, fairly and uniformly by all program staff.

## **1.2. Legal Jurisdiction**

Typically the PHA's legal jurisdiction is within the boundaries of Nacogdoches County.

Under statutory portability regulation the PHA is required to administer a voucher outside Nacogdoches County if the voucher holder moves to an area of the state of Texas where there is no housing agency with jurisdiction and or the PHA is unable to find someone in the area willing to contract for the administration.

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

### **2.1. Nondiscrimination and Affirmatively Furthering Fair Housing**

It is the policy of the Housing Authority of the City of Nacogdoches, Texas (hereinafter referred to as the PHA) to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and marketing to members of protected classes who are “least likely to apply”.

The PHA shall not on account of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, deny any family or individual the opportunity to apply for (when application intake is open) or receive assistance under HUD’s Housing Choice Voucher Program, within the requirements and regulations of HUD.

### **2.2. Applicable Federal Laws and Regulations**

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- A. Title VI of the Civil Rights Act of 1964
- B. 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)
- C. Executive Order 11063
- D. Section 504 of the Rehabilitation Act of 1973
- E. The Age Discrimination Act of 1975
- F. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- G. Violence Against Women Reauthorization Act of 2005 (VAWA)

When more than one civil rights law applies to a situation, the laws will be read and applied together. PHA will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

### **2.3. Equitable Treatment**

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

- A. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program.
- B. Provide housing that is different from that provided to others except when needed to provide a person with disabilities special services to achieve equal access to programs.
- C. Subject anyone to segregation or disparate treatment
- D. Restrict anyone’s access to any benefit enjoyed by others in connection with the housing program
- E. Treat a person differently in determining eligibility or other requirements for admission
- F. Steer an applicant or participant toward or away from a particular area based any of these factors
- G. Deny anyone access to the same level of services



- H. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- I. Discriminate in the provision of residential real estate transactions
- J. Discriminate against someone because they are related to or associated with a member of a protected class
- K. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

## **2.4. Providing Information to Families and Landlords**

- A. The PHA will ensure that families and landlords are fully aware of all applicable civil rights laws. As part of the briefing process, the PHA will provide information to applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods. 24 CFR 982.301
- B. The Housing Assistance Payment (HAP) contract informs landlords of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

## **2.5. Discrimination Complaints**

- A. If an applicant or participant believes that any family member has been discriminated against by PHA or a landlord, the family should advise PHA.
- B. HUD requires the PHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
- C. In addition, the PHA will provide information to applicants and participants regarding housing discrimination complaints in the family briefing session and program packets.
- D. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

## **2.6. Reasonable Accommodations for People with Disabilities**

- A. The PHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and participants if they or any family members have a disability. 24 CFR 8.4
- B. An applicant or participant with a disability may request information or an accommodation by contacting the Nacogdoches Housing Authority at 715 Summit St., Nacogdoches, TX 75961 or by telephone by calling 936-569-1131 or TDD/TYY for hearing impaired (800) 735-2989.
- C. A reasonable accommodation is a modification or change PHA can make to its offices, methods or procedures to assist an otherwise eligible applicant or participant with a disability to take full advantage of and use PHA's programs, including those that are operated by other agencies in PHA-owned public space. 24 CFR 8.20
- D. An accommodation is not reasonable if it: 24 CFR 8.21(b) and 24 CFR 8.24(a)(2)
  - 1) Causes an undue financial and administrative burden; or
  - 2) Represents a fundamental alteration in the nature of PHA's program.
  - 3) Subject to the undue burdens and fundamental alterations tests, PHA will correct physical situations in its offices or procedures that create a barrier to equal housing opportunity for all.

- E. To permit people with disabilities to take full advantage of the PHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, PHA shall comply with all requirements and prohibitions in applicable law.
- F. Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by residents with a full range of disabilities. 24 CFR 8.21
- G. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible.
- H. Examples of reasonable accommodations include, but are not limited to: 24 CFR 8.4
  - 1) Making alterations to a PHA office or administrative facility to make it fully accessible so it could be used by a family member with wheelchair;
  - 2) Permitting applications and reexaminations to be completed by mail;
  - 3) Conducting home visits instead of requiring applicants and participants to come to PHA offices;
  - 4) Using higher payment standards (either within the acceptable range, as an exception to the current payment standard up to 110 percent of the payment standard, or with HUD approval, of a payment standard above 110 percent of the payment standard) if the PHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit;
  - 5) Providing time extensions to locate a unit when needed because of lack of accessible units or special challenges of the family in seeking a unit;
  - 6) Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff;
  - 7) Displaying posters and other housing information in locations throughout PHA's office in such a manner as to be easily readable from a wheelchair ;
  - 8) Permitting a participant to move from an apartment that cannot be made accessible to an apartment that is or can be made accessible, even when most moves are not permitted;
  - 9) Widening the door of a PHA-owned community room or public restroom so a person in a wheelchair may use the facility;
  - 10) Intervening with a landlord so that he/she will permit a participant with a disability to make unit modifications as permitted by the Fair Housing Act.
  - 11) Making sure that PHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: 24 CFR 8.6
    - a) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with PHA staff;
    - b) Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with PHA staff;
    - c) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with PHA if the individual desires such representation;
    - d) Permitting an outside agency or individual to assist an applicant with a disability to meet the PHA's applicant screening criteria.
- I. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able: **24 CFR 8.3**

- 1) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
  - 2) to care for and avoid damaging the apartment and common areas;
  - 3) to use facilities and equipment in a reasonable way;
  - 4) to create no health, or safety hazards, and to report maintenance needs;
  - 5) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
  - 6) not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
  - 7) to comply with necessary and reasonable rules and program requirements of HUD and the PHA.
  - 8) but there is no requirement that they be able to do these things **without assistance**.
- J. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, PHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. 24 CFR 8.20
- K. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, the Landlord may terminate the lease and PHA may terminate assistance. 24 CFR 8.2
- L. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time. 24 CFR 8.20
- M. If an applicant or resident would prefer not to discuss the situation with the PHA, that is his/her right.

## 2.7. Denial or Termination of Assistance

The PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation. **24 CFR 982.552 (2) (iv)**

- A. When applicants with disabilities are denied assistance, the notice of denial must inform them of PHA's informal review process and their right to request a hearing. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. The process for requesting an Informal review is outlined in this document.
- B. When a participant family's assistance is terminated, the notice of termination must inform them of PHA's informal hearing process and their right to request a hearing and reasonable accommodation.
- C. When reviewing reasonable accommodation requests, the PHA must consider whether any verifiable mitigating circumstances explain and overcome the problem that led to PHA's decision to deny or terminate assistance. If a reasonable accommodation will meet the requirements, the PHA must make the accommodation

## 2.8. Providing Information in Languages other than English for persons with Limited English Proficiency

- A. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program.

- B. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
- C. The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).
- D. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by five percent of the eligible population of the Nacogdoches County. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
- E. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with PHA. When an applicant or resident needs interpretation services and a staff member of the PHA speaks the language needed, the staff member will provide translation services.
- F. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the PHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
- G. The PHA will provide written translations of other vital documents for each eligible LEP language group that constitutes 5 percent of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

### **3. PRIVACY RIGHTS – FAMILY INFORMATION TO PROSPECTIVE OWNERS**

Applicants will be required to sign the Federal Privacy Act Statement in conjunction with the HUD 50058 form which states under what conditions HUD will release participant and owner information.

The PHA's policy regarding release of information is:

To release pertinent client information only in accordance with the signed "blanket" release

To release information on amounts owed to the PHA for claims paid and not reimbursed by the client

To release information on amounts owed to the PHA for prior overpayment of assistance.

To furnish prospective owners:

- (1) The family's current address (as shown in the PHA records)
- (2) The name and address (if known to the PHA) of the landlord at the family's current and prior address.
- (3) Information in the PHA possession about the tenancy history of family members.
- (4) Information in the PHA possession about drug-trafficking by family members.

To release information on violations of program requirements to HUD and other federal housing program administrators as required.

## **4. OUTREACH PROCEDURES**

### **4.1. Family Outreach**

The PHA continues to publicize and disseminate information, as needed, concerning the availability and nature of housing assistance for low-income families. Upon execution of an Annual Contributions

Contract (ACC) for additional units, the PHA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for Low Income families, unless application taking has been suspended according to HUD regulations or the waiting list is so large as to use all additional units.

### ***Notice Requirements***

The Notice must:

1. Advise families that applications will be taken at the designated office;
2. Briefly describe the Housing Choice Voucher program.

To reach persons who cannot read the newspapers; the PHA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

## **4.2. Owner Outreach**

The PHA issues public invitations to owners as needed to make dwelling units available for leasing by eligible families. On a continuing basis, the PHA will welcome the participation of owners of decent, safe, and sanitary housing units.

- A. The Housing Staff of the PHA continues to make personal contact in the form of formal or informal discussions or meetings with private property owners, property managers, and real estate agencies where rents are possibly within reach of the Fair Market Rent and Payment Standards including exception Payment Standards. Program requirements are explained and printed material is offered to acquaint the owner/manager with the opportunities available under the program.
- B. The PHA will specifically target those property owners and managers who have rental units located outside areas of low income or minority concentration for personal contacts and invitations to any meetings encouraging landlord participation.
- C. The PHA maintains a list of interested landlords and their property available for the Housing Choice Voucher Program and updates this list monthly. As inquiries from prospective new owners are called in, program staff records the necessary information on units and makes it available to prospective participants upon request.
- D. As an effort to expand housing choice, the PHA may offer to conduct HQS inspections on potential new rental units to the program without a request for tenancy approval submitted.

## **5. ELIGIBILITY FOR ADMISSION**

Applicants who are discovered or determined by the PHA to be ineligible for admission, may not remain on the waiting list until eligible, and will be notified of their ineligibility as soon as possible after it is discovered or determined.

To be eligible for admission, an applicant must meet HUD's criteria for eligibility determination, as well as any additional criteria established by the PHA. HUD has six factors for eligibility:

Family Composition

Income Limits

Provision of Social Security Numbers

Signature of consent forms for income & wage and claim information

Citizenship and eligible immigration status

Independent Student Status

**The Family's initial eligibility for placement on the waiting list will be made in accordance with the following factors and will not be verified until selection from the application pool for a Voucher is made.**

### **5.1. Family Composition / Definition**

The applicant must qualify as a Family. A family must contain a competent adult of at least 18 years of age or a person that has been relieved of the disability of non-age by court action (sometimes referred to as Majority papers) to enter into a contract and capable of functioning as the head of the household. In order to qualify as a family, any two or more adult persons with or without children contending to be a family, must intend to live together in a stable relationship of at least six months and share resources.

A family is either a single person or a group of persons and includes:

- A. A household with or without children. A child who is temporarily away from home due to placement in foster care should be considered a member of the family. An unborn child may be counted as a family member for income limit eligibility.
- B. An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age;
- C. Has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C.675(5)(H)); and
- D. Is homeless or is at risk of becoming homeless at age 16 or older.
- E. An elderly family, which is defined as a family whose head, co-head, spouse, or sole member is at least 62 years of age; or two or more persons, each of whom are at least 62, living together; or one or more persons who are at least 62 living with one or more live-in aides.
- F. 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; or one or more persons with disabilities with one or more live-in aides.
- G. A displaced family, which 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 by federal disaster relief laws.
- H. A remaining member of a tenant family, defined as an adult family member of an assisted tenant family who remains in the unit when other members of the family have left the unit. In order to qualify as a remaining family member, the adult must have lived in the household for at least six months sharing resources with the family.
- I. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining adult member of a tenant family.

### **5.2. Live-In Aide:**

A household may include a live-in aide who:

- A. Has been determined by the PHA to be essential to the care and well-being of the elderly, handicapped or disabled family member; and
- B. Is not obligated for the support of the elderly, handicapped or disabled member; or any other member of the family; and

- C. Would not be living in the unit except to provide care of the elderly, handicapped or disabled family member.

The PHA may reject a live-in-aide at any time if all three requirements are not met and will review these requirements at least annually.

Income of the live-in-aide will not be counted for purposes of determining eligibility or rent; and the live-in-aide may not be considered the remaining member of the participant family.

### **5.2.1. *Relatives As Live-in Aides***

Relatives are not automatically excluded from being live-in aides, but must meet the definition described above.

The participant must show that the care provided by the relative is at an “arm’s length transaction.”

To show this, the household must certify and provide documentation that:

- (1) The live-in aide is qualified to provide the needed care.
- (2) The live-in aide was not part of the household prior to receiving program assistance.
- (3) There is no other reason for the aide to reside in the unit (i.e. the individual can demonstrate they have a previous residence they left in good standing).
- (4) The aide and the participant will maintain separate finances.
- (5) The family is not receiving benefits (i.e. food stamps) as a result of the live-in aide being in the household.

Spouses or “girlfriend/boyfriend” of any member of the family will not be allowed as a live-in-aide in that family.

A parent of any minor children in the family will not be allowed as a live-in-aide in that family. In these situations the person would reasonably have some obligation of support for the family and would reasonably be living in that household even if no live-in aide was required.

Only one live-in aide will be allowed to live in the unit for each individual that requires a live-in aide.

A live-in aide with custody of a child is not qualified as a live-in aide, since the child is not needed to attend the elderly, handicapped or disabled individual

The presence of a live-in aide’s child detracts from the previously mentioned provision (that a live-in aide would not be living in the unit except to provide supportive services to the resident) in that the live-in aide would also be needed to provide necessary care for the child.

Live-in aides cannot be the remaining member of the participant family if the person they are attending is no longer a participant in the Housing Choice Voucher Program.

### **5.3. *Income Limitations***

For issuance of a Voucher, annual income of an applicant family, as verified within 60 days of issuance, shall not exceed the Very Low Income Limit as established by HUD and published in the Federal Register.

The annual income (gross income) of an applicant family is used both for determination of income-eligibility under this paragraph, and for targeting under 5.3.3.

The applicable income limit for issuance of a voucher when a family is selected for the program is the highest income limit (for the family unit size) for areas in the PHA jurisdiction. The applicable income

limit for admission to the program is the income limit for the area where the family is initially assisted in the program.

The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

### ***5.3.1. Exceptions to Very Low-Income Limit:***

An applicant family as established by HUD may be issued a voucher if it has been verified that within 60 days of issuance it is:

- A. a low-income family “continuously assisted” under the 1937 Housing Act; or
- B. a low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511; or
- C. a non-purchasing low-income family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project. (Section 8(o)(4)(D) of the 1937 Act (42 U.S.C. 1437f(o)(4)(D)); or
- D. a non-purchasing low-income family residing in a project subject to a homeownership program under 24 CFR 248.173; or
- E. a low-income or moderate-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.101.

### ***5.3.2. Continuously Assisted***

To be considered continuously assisted the family must not have been terminated from the housing program for action or inaction of the family.

The assistance received has to have been within the past immediate 60 days.

### ***5.3.3. Income-targeting.***

- A. Not less than 75 percent of the families admitted to a PHA's tenant-based voucher program during the PHA fiscal year shall be targeted to families whose annual income does not exceed the following amounts as determined by HUD:
  - 1) 30 percent of the area median income (AMI), with adjustments for smaller and larger families; or
  - 2) A higher or lower percent of the area median income, if HUD determines that a higher or lower percent is necessary because of unusually high or low family incomes.
- B. Admission of families as described in 5.3.1 A or 5.3.1 E is not subject to targeting under 5.3.3 A.
- C. If two or more PHA's that administer section 8 tenant-based assistance have an identical jurisdiction, such PHA's shall be treated as a single PHA for purposes of targeting under 5.3.3 A. In such a case, the PHA's shall cooperate to assure that aggregate admissions by such PHA's comply with the targeting requirement. If such PHA's do not have a single fiscal year, HUD will determine which PHA's fiscal year is used for this purpose.
- D. The PHA may rely on the income stated on the application to determine the 30% AMI target when selecting families from the waitlist. It is the responsibility of the applicant to update their income status if their income is reduced below the 30% AMI level in order to fall within the targeted group.
- E. Applicants whose income on the application is above the 30% AMI may be skipped over by date and time to reach the 75% target.



#### **5.3.4. *Income eligibility of higher education student's parents or guardians.***

For higher education students not living with their parent or guardian, or who do not meet the eligibility criteria under 5.7 below and who are not otherwise individually eligible, the parents or guardians must individually or jointly have income at or below the 80% median income limit in the area that the parents or guardians live.

### **5.4. Mandatory Social Security Numbers**

Families are required to provide Social Security Numbers for all family members contending eligible immigration status or citizenship, prior to admission.

All members of the family must either:

1. Submit Social Security Number SSN documentation; or
2. Sign a certification that they have not been assigned a Social Security Number and that they are not contending eligible immigration status or citizenship. If the individual is under 18, his or her parent or guardian must execute the certification. If the participant who has signed a certification form obtains a Social Security Number, it must be disclosed at the next regularly scheduled income reexamination.

Acceptable evidence of the SSN consists of:

- a. An original SSN card issued by SSA;
- b. An original SSA-issued document, which contains the name and SSN of the individual; or
- c. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

Applicants may not become participants until the documentation is provided. The applicant will retain their position on the waiting list for up to 90 days during this period. However, other applicants with all documentation who have position numbers greater than those who do not have the documentation may continue to be assisted.

### **5.5. Mandatory Submission of Signed Consent Forms**

Each member of an applicant family who is at least 18 years of age, including the family head and spouse or significant other regardless of age, are required to sign and submit consent forms authorizing:

1. HUD, the PHA, or the owner to verify employee income information; and
2. HUD or the PHA to request a State Wage Information Collection Agency (SWICA) to release wage and claim information.

The failure of any person to sign these consent forms constitutes grounds for denial of eligibility.

#### **5.5.1 Authorization for the Release of Information (Form HUD-9886-A)**

In accordance with regulations: 24 CFR §§ 5.230; 5.232; 891.105; 891.410(b)-(c); and 891.610(b)-(c), all applicants must sign the HUD-9886-A consent form at admission, and participants must sign the consent form no later than their next interim or regularly scheduled income reexamination. After an applicant or participant has signed and submitted a consent form either on or after January 1, 2024 (regardless of the PHA's compliance date), they do not need to sign and submit subsequent consent forms at the next interim or regularly scheduled income examination except under the following circumstances:

1. When any person 18 years or older becomes a member of the family;
2. When a member of the family turns 18 years of age; and

3. As required by HUD or the PHA in administrative instructions.

These consent forms contain provisions authorizing HUD and the PHA to obtain necessary information for verification of an application or to maintain a family's assistance, including income information and tax return information. The executed consent forms will remain effective until the family is denied assistance, the assistance is terminated, or if the family provides written notification to the PHA to revoke consent. If a family voluntarily leaves a HUD program, the family's assistance is considered to be terminated and the signed consent forms will no longer be in effect. The failure of any person to sign HUD-9886-A consent form constitutes grounds for denial of eligibility.

### **5.5.2 Revocation of Consent**

The executed HUD-988-A consent form will remain effective until the family is denied assistance, the assistance is terminated, or if the family provides written notification to the PHA to revoke consent. Revocation of consent or refusal to sign the consent forms prohibits the PHA from requesting and accessing income information and financial records, including pulling EIV reports and using the EIV data to verify income. The PHA will not be able to process interim or annual reexaminations of income, including when a family's income decreases and the family requests an interim reexamination to decrease tenant rent, without the family's executed consent form(s). Families have the right to revoke consent by providing written notice to the PHA; however, revoking consent may result in termination of assistance or denial of admission. The PHA must notify the local HUD office of a family's revocation of consent. [Regulations: 24 CFR §§ 5.230(c)(5)(iii); 24 CFR 5.232(c); 891.105; 891.410(g)(3)(ii); and 891.610(g)(3)(ii)]

### **5.6. Citizenship and Eligible Immigration Status**

All members of an applicant family must contend/not contend one of the following as defined in 24 CFR Part 5 Subpart E

1. Contend to have citizen status
2. Contend to have noncitizen with eligible immigration status
3. Not contend to have noncitizen eligible immigration status

Evidence of citizenship or eligible immigration status must be provided as described in 24 CFR Part 5 Subpart E. Applicant families must identify all members who elect not to contend to have citizen or eligible immigration status.

If no member of an applicant family is a citizen or noncitizen with eligible immigration status, the family is not eligible for any assistance.

If otherwise eligible, and the family has some members who are citizens or noncitizens with eligible immigration status and some members who elect not to contend eligible immigration status, the family may be eligible for prorated assistance as described in 24 CFR Part 5 Subpart E

A noncitizen student and the non-citizen spouse of the noncitizen student and their minor children as defined in 24 CFR Part 5 Subpart E are not eligible for any assistance, prorated or otherwise. However, this restriction does not extend to the citizen spouse of the noncitizen student and children of the citizen spouse and the noncitizen student.

### **5.7. Higher Education Student Eligibility**

No assistance shall be provided under to any individual who:

- Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);

Is under 24 years of age;  
Is not a veteran of the United States military;  
Is unmarried;  
Does not have a dependent child, and  
Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act

EXCEPTION: Disabled students who began receiving disability assistance as of November 30, 2005 are exempt from the student eligibility restrictions.

### **5.7.1. *Independent Student Status***

To be considered otherwise individually eligible a student must show independence from parents or guardians. All the following will be considered in determining student independence:

- (a). The individual must be of legal contract age under state law.
- (b). The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student.
- (c). The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
- (d). The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

### **5.8. Grounds For Denial Of Program Assistance**

Denial of assistance for an applicant may include any of the following: denying listing on the waiting list, denying or withdrawing a voucher, denying addition to a participant's family, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures.

In order to accurately verify eligibility, all adult family members must provide an unexpired government issued photo identification.

When denying a family for violations or amounts owed from previous participation in a Federal housing program, any family member who was an adult in the household and had signed authorization forms indicating awareness of family obligations at the time of the previous participation is considered responsible for those violations or amounts owed.

Assistance **must** be denied for each of the following reasons:

The applicant does not meet the eligibility criteria described earlier in this plan. (e.g., the applicant family's annual income exceeds the income limit for a family of that size).

Any adult family member refuses to sign or submit required consent forms (such as the authorization for release of information form or the declaration of citizenship and non-citizen status).

Any family member has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of an assisted housing project (including the building or complex in which the unit is located and the associated common areas and grounds).

Any family member is subject to a lifetime registration requirement as a sex offender.

The PHA may at any time deny program assistance for an applicant for any of the following grounds:

- If a family member violated any family obligations under the program as set forth in 24 CFR 982.551 as amended.
- If any member of the family has been evicted from public housing or has had or is having a public housing lease terminated or refused renewal for serious or repeated violations of the lease.
- If any Housing Authority or Agency has ever terminated assistance under the certificate or voucher program for any member of the family as a result of program violations.
- If any member of the family commits drug-related criminal activity, or violent criminal activity.
- If any member of the family is required by a state to register as a sex offender.
- If any member of the family commits or has committed fraud, bribery or any other corrupt or criminal act in connection with the program. This includes family members who as adults resided in an assisted dwelling unit while not listed as a member of the assisted household for eligibility and rent calculation.
- If the family currently owes rent or other amounts to the PHA or to another Housing Authority or Agency in connection with Section 8 or public housing assistance under the 1937 act.
- If the family has not reimbursed any Housing Authority or Agency for amounts paid to an owner under HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- If the family breaches an agreement with the PHA to pay amounts owed to any Housing Authority or Agency, or amounts paid to an owner by any Housing Authority or Agency.
- If a family participating in the Family Self Sufficiency (FSS) program fails to comply, without good cause, with the family's FSS contract of participation.
- If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

**Violence Against Women Act.** That an applicant has been a victim of domestic violence, dating violence, or stalking as defined under Section 28.3 is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant.

Restriction on assistance to noncitizens.

Under certain circumstances stated in 24 CFR Part 5 Subpart E, the PHA must deny assistance because a family member does not establish citizenship or eligible immigration status.

## 5.9. Terms Of Denial Of Program Assistance

If, at any time, grounds for denial of assistance to an applicant is discovered, that applicant must be removed from the waitlist and may not be on the waitlist until the term for denial is complete.

For conviction of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of an assisted housing project the denial of assistance will be forever.

For amounts owed to this PHA or any other Housing Agency, the denial of assistance will be continuous until the entire debt is paid in full. An applicant **cannot** remain on the wait list while the debt is being paid.

For violation of a family obligation that occurred after voucher issuance and resulted in termination of assistance or rescission of the voucher under the Certificate of Family Participation or Housing Choice Voucher including the prohibition of drug-related or violent criminal activity, denial of assistance will be a period of ten years from the date of termination from the Section 8 Program. Since all voucher holders and participants are thoroughly briefed on family obligations, before and during their participation, we hold those who have violated the family obligations to a longer period of denial, than those applicants who have never been voucher holders or participants.

During a period of ten years from the date of eviction, the PHA will not admit a family to the program if any member of the family has been evicted from federally assisted housing or had their lease terminated or refused renewal for serious violation of the lease.

During a period of ten years from the date of the act, the PHA will not admit a family to the program if any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

During a period of three years from the date of the behavior, the PHA will not admit a family to the program, if any member of the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

During a period of three years from the date of termination, the PHA will not admit a family to the program, if any member of the family failed to comply, without good cause, with the family's FSS contract of participation.

PHA will not admit a family to the program as long as a family member is required by a state to register as a sex offender.

Except for the illegal use, or possession for personal use of a controlled substance as stated below, during a period of three years from the date of criminal activity, any family member must not have engaged in drug-related criminal activity or violent criminal activity.

**Drug-related criminal activity** means one of the following:

- (1) Drug-trafficking defined as the illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802));
- (2) Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)), except that such use or possession must have occurred within one year before the date that the PHA provides notice to an applicant of the PHA's determination to deny admission. Drug-related criminal activity does not include this use or possession, if the family member can demonstrate that he or she:
  1. Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and
  2. Is recovering or has recovered from such addiction and does not currently use or possess controlled substances.

**Violent criminal activity** includes any illegal criminal activity that has one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. This may include but is not limited to: rape or attempted rape, murder or attempted murder, robbery, burglary, arson, vandalism, assault, battery, domestic or family violence (as the individual who committed the violence, not the victim), resisting arrest, or any activity involving the use of weapons against persons or property.

**PHA may deny assistance if the preponderance of evidence indicates that a family member has engaged in drug-related or violent criminal activity, *regardless of whether the family member has been arrested or convicted*. An arrest that is not backed up by additional data on criminal activity will not be used to disqualify applicants.**

## **5.10. Screening For Suitability Of Tenant**

The PHA may not deny assistance in the Housing Choice Voucher program for factors that relate to the suitability of the applicant family as tenants, except for those factors defined under 5.8 above.

1. PHA option and owner responsibility.
  - (a) Except for those factors defined under 5.8 above, the PHA opts not to screen family behavior or suitability for tenancy. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.
  - (b) The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner.

## **6. APPLYING FOR ADMISSION**

### **6.1. General Policy**

Applications are taken to compile a Record of Applicants/Community Wide Waiting List for the Housing Choice Voucher program. The PHA will utilize separate Project Based Waiting Lists for the Project Based Voucher program.

The application process will be undertaken in two phases: The applicant will be placed on the waiting list / record of applications based in order of the date and time of application and any local preference. When the family comes to the top of the waiting list and the PHA is ready to issue a Voucher, the applicant will complete a personal declaration and the PHA will verify the information provided.

### **6.2. Opening/Closing Of Application Intake**

The PHA will utilize the following procedures for opening application intake:

When the PHA opens application intake, the PHA will advertise through public notice in a local newspaper of general circulation, and also by minority media and other suitable means. The notice must comply with HUD fair housing requirements.

The notice will contain:

The dates, times, and the locations where families may apply.

The programs for which applications will be taken.

Limitations, if any, on who may apply.

The number of applications, if limited, that will be selected to be placed on the waiting list.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the PHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

The PHA will announce the closing of application intake by public notice which may be within the same notice of opening application intake.

The open application intake period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 6 months. The PHA will give at least 3 days' notice prior to closing the intake period.

No one will be allowed on more than one active tenant based Housing Choice Voucher application. An individual cannot be in the household of more than one applicant. The heads of household for those applications that have duplicate members will be notified before the selection for verification interview is made and the duplicate individuals will need to be removed from all but one application. This includes any currently active tenant based Housing Choice Voucher application.

Once an applicant is placed on the waiting list the application may still be rejected for good cause, such as denial of assistance because of action or inaction by members of the family for the grounds stated in Sections 2.7 and 20.1.1 of this Administrative Plan. Also rejection may occur if the income of the family is above the income limit published in the notice of application intake. These rejected applicants at this point will be given the opportunity for an informal review. If a family has previously had a review from which they were issued a notice that stated a term of denial, they will not be allowed another review until after the term of denial has passed even with subsequent application submissions.

Unless stated differently in the notice, when the application intake is open, **only applications submitted via the internet will be accepted.** Computers and assistance will be available at the PHA office at 715 Summit Nacogdoches, Texas between the hours of 12:00 p.m. to 5:00 p.m. Monday through Thursday except on holidays or any computer with internet access may be used.

Individuals who have a physical impairment that would prevent them from making application may call the PHA to make special arrangements to complete their application.

The PHA may also take applications at designated outreach sites as it determines necessary to comply with special outreach efforts.

Any family requesting an application during open application intake will be given the opportunity to complete one regardless of race, color, religion, sex, national origin, age, handicap or familial status.

### **6.3. Application Procedures**

The PHA will utilize a basic application form. The information is to be filled out directly by the applicant whenever possible.

The purpose of the application is to preliminarily assess family eligibility or ineligibility and to determine placement in the application pool.

The application will contain this basic type of information:

- Names and ages and Social Security numbers of all family members who are expected to reside in the assisted unit if selected.

- Race & ethnicity of family.

- Sex and relationship of members.

- Address and telephone numbers

- Amount and source of all income and assets.

- Information on whether the family would like to be considered for barrier-free unit, a unit modified for sight and hearing impaired, or a unit designated for an elderly family.

- Any preferences for which the applicant may be qualified.

Notification of the requirement to submit evidence of citizenship or eligible immigration status or to elect not to contend that one has eligible immigration status shall be presented with the application in the form described in 24 CFR Part 5 Subpart E and, when feasible, in a language that is understood by the applicant if not proficient in English.

Once the application is complete, the PHA staff that is thoroughly acquainted with the eligibility criteria will assess the applicant's eligibility or ineligibility based on the unverified information provided.

The information on the form will not be verified until the applicant has been selected from the application pool for final processing. When an applicant is selected from the application pool they will

be pulled from the waiting list and notified to come in for a personal declaration interview. Final eligibility will be determined when the personal declaration interview process is completed and verified.

Applicant heads of household are responsible for informing the PHA of changes in family circumstances (including income and address) and are responsible for responding to requests from the PHA to update applications. Refusal to provide information may result in the applicant being removed from the application pool.

### ***6.3.1. Adding New Family Members To The Application***

Adult members that are not identified at the time of the application will not be later added to the application unless they are the spouse of the family head (and were married after the application was received) or they have non-excludable income that is essential to the support of the family, or they are needed to provide a reasonable accommodation for a disabled member of the household. Minors added by birth, adoption or court awarded custody between the time of application and admission will be added to the household when verification of the birth, adoption or court awarded custody to a family member listed on the application is provided to the PHA. All individuals added to the household are subject to HUD's eligibility and the PHA's suitability standards. The PHA will not approve the addition of adults to a family if the addition will increase the voucher size for which the family qualifies or if the adults do not pass the criminal history screening. Anyone added to the application may not be on another active application for the same type of assistance.

### ***6.3.2. Removing Family Members From The Application***

#### ***First Priority***

If all adult family members agree as to which members will remain on the application or there is a Court determination then the PHA will concur. Care will be taken to determine if any of the family members have been threatened into agreeing to be removed.

#### ***Second Priority***

An adult family member who will keep at least one dependent from the original household and has received actual or threatened physical violence against them or the dependent, from their spouse or another member of the household, will retain the application. In this case the household member who threatened or engaged in the violence must not remain in the assisted household. If there are no dependents in the original household then the family member who received the actual or threatened physical violence will still qualify for this priority. The PHA will use certification from local police, social service agency, court, clergy person, physician, or counseling facility as a verification of the actual or threatened violence.

#### ***Third Priority***

The adult family member who will have the most dependents, from the original household, will retain the application.

#### ***Forth Priority***

The adult family member who is elderly with a disability or handicap will retain the application.

#### ***Fifth Priority***

The adult family member with a disability or handicap will retain the application.



### **6.3.3. Notification Of Preliminary Eligibility Status**

Applicants will receive a confirmation of their online application at the time of submission.

Applicants will be able to check their waiting list status using the online application system.

The applicant's preliminary eligibility for placement on the waiting list will be determined based on family circumstances as of the date the application was received.

If at any time the PHA discovers or determines an applicant to be ineligible, that applicant will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal review..

### **6.3.4. Right to Informal Review**

Applicants who are denied Housing Choice Voucher assistance are entitled to an informal **review**.

Households participating in the program have a right to an informal hearing by an impartial

Hearing Officer under certain situations. People are considered "applicants" until there is an effective lease and subsidy contract, at which time they become "participants."

The PHA is not required to provide the applicant an opportunity for an informal review for any of the following:

- (1) Discretionary administrative determinations by the PHA.
- (2) General policy issues or class grievances.
- (3) A determination of the family unit size under the PHA subsidy standards.
- (4) A PHA determination not to approve an extension or suspension of a voucher term.
- (5) A PHA determination not to grant approval of the tenancy.
- (6) A PHA determination that a unit selected by the applicant is not in compliance with HQS.
- (7) A PHA determination that the unit is not in accordance with HQS because of the family size or composition.

An informal review may be requested for the following decisions denying:

Listing on the PHA's Waiting List

Issuance of a Voucher

Participation in the Program

Applicants whose applications are placed inactive because they do not show up for an appointment will not receive an informal review as it will be assumed that they are no longer interested. Missed appointments are handled as outlined in Section 22.

Applicants must submit their request for a review, in writing to the PHA within (14) calendar days from the date of the notification letter.

Once an applicant has been denied and been given an informal review, if the denial is upheld at the review the applicant is not entitled to another informal review until after the term of denial has passed, no matter if he reapplies. The applicant will be informed of this term of denial during the informal review.

## **6.4. Selecting Applicants For Full Verification**

When there is anticipated a form of assistance available, an interview letter will be sent to the applicant head of household on the waiting list with a scheduled date and time for the applicant to come in and begin the verification process. The scheduled interview will be at least 10 calendar days from the date of the letter. The applicant head of household will be allowed to contact the PHA before the interview date and reschedule if unable to make the original date. If the head of household and other required adults do not show up for the interview or rescheduled interview their application will be made inactive and they must re-apply when applications are being taken. Missed appointments will be

handled in accordance with Section 22 of this Plan. Because of the need to fill units quickly the rental assistance may be offered to the next applicant who did not miss their interview.

The PHA will not be responsible for mail not received by applicants unless the mail is returned to the PHA because the PHA did not address the mail properly and the PHA had a correct address provided to the PHA by the applicant at the time the mail was sent.

#### ***6.4.1. Application interview procedure***

All adult family members are required to attend the interview and sign the personal declaration and verification release forms. Exceptions may be made for persons with physical disabilities, if attending will create a hardship. The applicant will be asked in their notice to attend the interview to bring documentation of family composition (i.e. birth certificates, social security cards, driver's license), documentation concerning eligible immigration status as designated in 24 CFR Part 5 Subpart E., proof of any preference claimed, and documentation of family income. During the interview the head of household must complete the personal declaration form as to family composition, assets and income.

#### ***6.4.2. Verification of Personal Declaration Information***

Information provided by the applicant will be verified including information on residency (for those wanting to live outside Nacogdoches County and for preference), family composition, income, assets, allowances and deductions, full time student status, eligible immigration status and other factors relating to eligibility before the applicant is issued a Voucher. The Executive Director will establish verification procedures acceptable to HUD and revise those procedures as needed. Eligible immigration status shall be verified in accordance with 24 CFR Part 5 Subpart E.

#### ***6.4.3. Changes Between Date of Interview Notification and Interview Date***

##### ***6.4.3.1. Income Changes***

An applicant family must be income eligible at the time the application is pulled from the waiting list for interview notification and at the time of verification. Manipulating income by quitting employment or getting fired for the purpose of becoming income eligible after interview notification will not be allowed. A family who was income eligible when pulled for interview notification but because of new employment before the interview becomes ineligible cannot cure the ineligibility by quitting employment. Termination of employment is not an exception unless it was caused by extenuating circumstances such as a disability or disaster.

##### ***6.4.3.2. Family Composition Changes***

An applicant family must be income eligible at the time the application is pulled from the waiting list for interview notification. Manipulating income by removing employed family members for the purpose of becoming income eligible after interview notification will not be allowed.

#### ***6.5. Final Determination And Notification Of Eligibility***

After the verification process is completed, the PHA makes its final determination of eligibility, based on the same factors as preliminary eligibility, but with verified data at this point in time. Those determined ineligible will be notified with an opportunity for informal review. To receive a voucher the applicant must be determined eligible within 60 days of Voucher issuance. Those determined eligible will be notified to attend a briefing for voucher issuance. After eligibility determination, deletions or additions to family composition before voucher issuance will result in a new eligibility determination. The household is not actually eligible for Voucher issuance until this final

determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list. Because HUD can make changes in rules and regulations, it is necessary to make a final eligibility determination. Also, family circumstances may have changed between initial application and final eligibility determination.

## **7. MAINTAINING THE WAITING LIST**

### **7.1. Application Waiting List**

An application waiting list will be maintained in accordance with the following factors:

1. The application and personal declaration will be kept in the file until the file has been placed inactive and for at least three years afterwards.
2. The waitlist will be designated as to the period of application acceptance.
3. All applications must meet “Very Low Income” eligibility requirements as established by HUD. The HUD Area Office must have previously approved any exceptions to these requirements.

The PHA may update the waiting list monthly. Any applicant who has not updated in writing or in person at the office of the PHA in the past 12 months may be removed from the application pool and their file placed “inactive”.

Portability families from another jurisdiction holding a valid Voucher will not be considered part of the waiting list and will be treated under the Portability Section 11.4 of this Plan.

### **7.2. Waiting List Preferences**

#### **7.2.1. *Federal Income Target***

In order to meet the Federal income targeting requirement under Section 5.3.3, applicants whose verified income is at or below 30% AMI may be selected for assistance ahead of those whose income is above 30% AMI.

#### **7.2.2. *Local Residency***

The PHA may only adopt or implement residency preferences in accordance with non-discrimination and equal opportunity requirements listed at 24 CFR §5.105(a)

Use of a residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

Applicants, who at the time their application is pulled for verification, are residents of, or are working in, or who have been notified that they are hired to work in Nacogdoches County Texas, will be selected for assistance ahead of those that are not or have not.

When there are sufficient applicants that claimed residency preference for the number of vouchers to be issued in a month, only those will be pulled for verification. Applicants who did not claim a residency preference at the time of application submission will be responsible for notifying the PHA in writing of a change in preference status.

This preference must be verified. A post office box in Nacogdoches County may not be used as verification of a residence.

Homeless applicants residing in Nacogdoches County may verify residency through shelters or social service agencies.

The residency preference will not be based on how long an applicant has resided or worked in Nacogdoches County.

### **7.3. Maintaining The Waiting List**

After the preliminary eligibility determination has been made, applications are placed on a designated waiting list by the application intake period of acceptance.

The PHA will maintain an accurate waiting list that conforms to HUD requirements.

The waiting list will provide the following information on households who have submitted a completed application:

1. Name of head of household;
2. Date and time the application was submitted on-line.
3. Race & Ethnicity code
4. Qualification for any local preferences.

### **7.4. Updating / Purging The Waiting List**

The PHA may update the waiting list monthly to ensure that it is current and accurate.

If an applicant head of household has not contacted the PHA within the past 11 months the PHA may mail a letter to the head of household's last known address, requesting information regarding their continued interest in maintaining a place on the waiting list. If the applicant head of household did not notify the PHA of a move as required, the PHA will not be responsible for the head of household's failure to receive the update request.

The request letter will include a deadline date (which will be at least 12 months from the last update by the head of household) by which heads of households must contact the PHA of their continued interest, by mail, or in person. No updates will be accepted by telephone because of false information from people claiming to be heads of households.

The deadline will give the head of household at least ten days from the date of the notice to respond. If the head of household fails to contact the PHA by the deadline date, the application will be removed from the waiting list. The PHA does not accept responsibility for mail delays. The PHA will not be responsible for mail not received by applicants unless the mail is returned to the PHA because the PHA did not address the mail properly and the PHA had a correct address provided to the PHA by the applicant at the time the mail was sent.

If the application is no longer eligible based on the updated information the head of household will be promptly notified and given an opportunity for an informal review.

### **7.5. Order Of Selection For Applicant Interview And Removal From Waiting List**

Interviews for completion of a personal declaration are scheduled by preference and date and time of application for the number anticipated to be needed for the vouchers to be issued within the month. All applicants pulled from the waitlist on the same date for interviews will be considered equal as to order for processing, no matter what their date and time of application may have been. If an applicant head of household cannot attend the scheduled interview they may re-schedule. If they miss their originally scheduled interview and have not re-scheduled or miss their re-scheduled interview, they will be considered no longer interested and their application will be removed from the waiting list.

## 7.6. Finalizing The Determination Of Eligibility

All completed and verified applications are designated as “Ready for Occupancy”. Families are called in for briefing and issuance of vouchers in accordance with this Administrative Plan. Because of the necessity to fill vacancies quickly, the applicants considered equal as to order may be issued vouchers on different dates as determined by how quickly their eligibility is verified and their availability for a briefing.

A statistical report is prepared by the Housing Choice Voucher staff each month to ensure that the very low income requirement is met, and that the number of vouchers issued is sufficient to maintain Contracts that will efficiently utilize available funds.

## 8. SUBSIDY STANDARDS

### 8.1. Voucher Size Issued

HUD guidelines require that the PHA establish standards for the determination of Voucher bedroom size and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. They also must meet the minimum requirements of the Housing Quality Standards.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size selected.

These general guidelines are used in determining Voucher size:

VOUCHER SIZE	MINIMUM # PERSONS IN HOUSEHOLD	MAXIMUM # PERSONS IN HOUSEHOLD
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8
5 BR	6	10

An unborn child of a pregnant family member will be counted as a family member when determining the initial subsidy standard for the family. After the family has been housed under the program, an unborn child will not be counted for subsidy standard determinations.

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

Vouchers may be issued for bedroom sizes large enough to not require family members of opposite sex, except spouses or significant others, to share a bedroom.

Verified medical reasons may require a family member to have a separate bedroom.

Vouchers may be issued for larger bedroom size units for other documented and verified circumstances regarding, age, sex, or handicap as needed and requested by the family.

The family may request a larger size than that listed on the Voucher by:

The applicant/participant shall be required to submit to the PHA in writing a request for a larger size Voucher and give the justification for the request within 10 days of the determination of bedroom size by the PHA listed on the Voucher. The PHA will consider the request according to the conditions outlined in this Plan and determine whether or not the request will be granted. The necessity for an

exception to unit size standards must be verified and documented. The granting of the exception shall be at the discretion of the PHA.

## 8.2. Unit Size Selected

The family may select a different size dwelling than that listed on the Voucher.

There are these criteria to consider:

Utility Allowance Schedule Posted in the PHA office. The utility allowance used to calculate the gross rent is based on the smaller of the actual size of the unit the family selects, or the size authorized on the family's Voucher.

Housing Quality Standards. HQS Standards allow 2 persons per living/sleeping room and would permit the following maximum occupancy, assuming a living room is used as a living/sleeping area:

0-BR	1
1-BR	4
2-BR	6
3-BR	8
4-BR	10
5-BR	12
6-BR	14

The Voucher payment standard for the family must be the lower of:

- (1) The payment standard for the family size; or
- (2) The payment standard for the unit size rented by the family.

## 9. FAMILY COMPOSITION, RESIDENCE, AND INCOME CONSIDERATIONS

### 9.1. Adding Members To The Participant Family:

The family must inform the PHA in person at the PHA office by appointment within ten calendar days of the birth, adoption or court-awarded custody of a child. The family must bring birth certificates and or court documents to verify the change in family composition to the appointment. Reasonable accommodation for a family member with a disability may allow for written or telephone reporting.

Except for the birth, adoption or court awarded custody of a child; the family must receive permission from the Landlord and the housing authority, **in writing, before** allowing any person, either a child or adult, not on the lease to move into the household. If anyone not on the lease moves into the house without written permission, the family will be in violation of the lease and family obligations and **the rental assistance can be terminated.**

Except in cases of a reasonable accommodation to a current family member with a disability, the PHA will not allow any other person to be added to the family unless the person is married to the head of household or is another adult increasing the household non-excludable income and intending to share resources. In these cases if the person was a member of the household at the time of application but was not on the application or was removed from the application, and their income at the time of application if added to the family income would have caused the family to be ineligible, then they may not be added for at least two years from the admission date of the household.

All individuals added to the household are subject to HUD's eligibility and the PHA's suitability standards. The individual will be considered an applicant until approved by the PHA and added to the participant family. The PHA will not approve the addition of adults to a family if the addition will increase the voucher size for which the family qualifies or if the adults do not pass the criminal history screening. Except for adoption or court awarded custody of a removed minor, a person who was removed from the household by declaration of permanently absent or separation agreement may not be added to the household for at least 12 months from the effective date of admission or HUD-50058 showing removal.

## **9.2. Principal Place Of Residence:**

If all family members are absent from the dwelling for more than 90 consecutive days, or more than 120 days in a 12 month period, the unit will not be considered to be their principal place of residence and they will be terminated from the program. No family member may reside in another subsidized dwelling while absent. Except as stated under 9.3.1, 9.3.2, and 9.3.5 no family member may lease, rent, or contract for a separate residence or dormitory for a term greater than 3 consecutive months or 120 days in a 12 month period. The family must report in advance to the PHA in writing if all family members will be absent from the dwelling for 30 consecutive days or more or if any member will lease, rent or contract for another residence or dormitory for 30 consecutive days or more.

## **9.3. Family Members Vacating And Other Considerations**

### **9.3.1. *Sole Member of Household:***

If the sole member of the household has to leave the household for more than 3 consecutive months, the unit will not be considered their principal place of residence and they will be terminated from the program unless the tenant requests an extension for medical reasons by submitting documentation from a reliable medical source that s/he will return within a total of 6 months (an additional 3 months). If the sole member of the household has to leave the household to go to the hospital or nursing home, advice from a reliable medical source will be obtained as to the likelihood and timing of their return. If the medical source feels they will be permanently confined to a nursing home, they will be considered permanently absent. If they are temporarily confined, they will not be considered permanently absent. In no event, however, will the unit be considered their principal place of residence when they are out of the household for more than 6 months.

### **9.3.2. *Spouse or Significant Other:***

If a spouse or significant other leaves the household and will be gone for 6 months or more of the reexamination period and the family declares them permanently absent in writing, they will be determined permanently absent and will be removed from the lease. An exception would be a spouse on active duty in the military. A military spouse will be considered temporarily absent.

If a spouse or significant other leaves the household and the period of time is estimated to be less than 6 months, the family member will be determined temporarily absent unless one of the situations below occurs.

If a spouse or significant other files for divorce, the person who leaves the household will be considered permanently absent.

If a spouse or significant other is incarcerated, a document from the Court or prison should be obtained as to how long they will be incarcerated.

### **9.3.3. *Other Adult:***

If any other adult in the household goes into the military and leaves the household, they will be determined permanently absent unless that adult's spouse or dependent remains in the unit. In that case the military adult will be considered temporarily absent.

### **9.3.4. *Single Parent / Guardian:***

If there is a one parent / guardian home and the children are taken away from the parent / guardian because of abuse or neglect, but after counseling the children will be returned, the PHA will try to find out from Social Services how long it will be before the children will return. The parent / guardian will retain his/her eligibility as a remaining member of the tenant family. S/he may have to be issued a different size Voucher. To determine whether and when the bedroom size should be changed, the case should be taken to the Housing Choice Voucher Coordinator who will use an approximate time of three months as a guide, depending on the individual circumstances and verification provided.

If a single parent / guardian must leave the household and another adult brought in to take care of the children while the parent is away, the family might not be terminated if the head of household has not violated obligations under the program. The head of household must request and get approval from the PHA to add this adult as a family member, if this adult will be living in the unit longer than the visitor provisions defined in 9.3.7, below.

If a single parent / guardian dies, a temporary adult guardian may be allowed to reside in the unit until a court-appointed guardian is established. In accordance with screening policies, the PHA may add the new guardian as the new head of household. The PHA will work with the local Department of Social Services to ensure that the best interests of the children are addressed.

### **9.3.5. *Students:***

A student (other than head of household, spouse or significant other, or grade school student) who attends school away from home but lives with the family during school recesses may be considered permanently absent (income not counted, not on lease, not counted for Voucher size) or temporarily absent (income counted, on lease, counted for Voucher size) at the family's option.

An adult may be designated a full-time student between regular spring and fall semesters if they certify as to their intent to register as a full time student for the upcoming fall semester and they were a full time student during the most recent spring semester. If they fail to register as full time any employment income that was not used in calculating TTP because of their full time student designation will be counted retroactive to the date it would have been counted and any over payment of assistance as a result must be reimbursed by the family.

### **9.3.6. *Joint Custody of Children:***

Children who are subject to a joint custody agreement but live in the unit at least 50% of the time will be considered members of the household. "50% of the time" is defined as 183 days of the year, which do not have to run consecutively. In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a family member. No one can be considered a household member in more than one HUD subsidized rental unit.



### **9.3.7. *Visitors:***

The provisions of the lease between the family and the landlord will generally prevail as to visitors or guests. If the person is a visitor and does not intend to become a “permanent” member of the family, the PHA does not have to consider this a change in family composition. If the lease is silent on the issue of time limits for visitors or guests, then the PHA will allow not more than 3 days in a row and not more than 6 days in any month, without written permission from the PHA.

However, the PHA has a duty to determine and approve the composition of the family. So, if a person will be living in the unit for more than 72 days per year, the family must request approval from the PHA to add this person to the household in accordance with Section 9.1, above. Any person not included on the HUD 50058 and Lease who has been in the unit more than a total of 72 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. Absence of evidence of any other address will be considered verification that the visitor is a member of the household. Statements from neighbors and/or the Landlord will be considered in making the determination. Use of the unit address as the visitor's current residence for any purpose shall be construed as verification of unauthorized residence.

**The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the PHA may terminate the rental assistance since prior approval was not requested for the addition.**

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 90 days per year without being considered a member of the household as long as it is allowed under the lease and the head of household still claims them as visitors.

### **9.3.8. *Reporting to the PHA:***

The family will need to declare a member's status as permanently or temporarily absent in writing to the PHA and within ten calendar days of a change in the status. The PHA will advise the family at that time, or at reexamination, what the options are and how it might affect the Total Tenant Payment or the Voucher size.

The family should be counseled at briefings and reexamination on the effect of the permanently/temporarily absent policy on income.

### **9.3.9. *Temporarily Absent Family Member's Income:***

Income of temporarily absent family members is counted.

If the spouse or significant other of the head of household is temporarily absent, his/her entire income is counted, whether or not s/he is on the lease.

A temporarily absent individual on active military duty will be removed from the household, and his or her income will not be counted unless that person is the head of household, spouse, or co-head.

- (a). However, if the spouse or a dependent of the person on active military duty resides in the unit, that person's income will be counted in full (except hazardous duty pay when exposed to hostile fire), even if the military member is not the head, or spouse of the head of household.
- (b). The income of the head, spouse, or co-head will be counted even if that person is temporarily absent for active military duty.

### ***9.3.10. Income Of Person Permanently Confined To Nursing Home:***

If a family member is permanently confined to the hospital or nursing home, and there is a family member left in the household, the PHA will exclude the income of the person permanently confined to the nursing home and they will receive no deductions for the confined family member. (For determination as to whether the person is confined to a nursing home on a temporary or permanent basis, see the definition of Temporarily/Permanently Absent in this Plan.)

### ***9.3.11. Reduced Voucher Size and Subsidy Standard Based on Reduced Family Size:***

If a reduction in family size results in a reduction in the voucher size and subsidy standard, the new payment standard will be effective for the current dwelling unit at the next annual certification unless the reduction occurs less than 30 days prior to the annual certification. In this case the lower payment standard will be effective the first month following the annual certification with 30 days notice to the tenant and landlord. If the family issued the smaller voucher moves to a different unit the new payment standard will apply for the new unit immediately.

## **9.4. Annualizing / Averaging Income:**

There are two ways to figure income when the income is not received for a full year:

Annualizing current income (and subsequently conducting an interim reexamination if income changes); or

Averaging known sources of income that vary to compute an annual income (no interim adjustment if average income remains what was calculated).

The PHA will typically use the averaging income method for families unless it is determined by the Housing Choice Voucher Coordinator that the annualizing income method is most advantageous to the program goals.

Last year's income could be analyzed to determine the amount of income to be anticipated when it cannot be clearly verified.

If the last three months of income are representative of the income that may be anticipated for the next year, such as overtime worked when the employer cannot anticipate how much overtime the family member will have over the next year, the last three months may be used to anticipate the income.

If the last three months of income are not representative of the income that may be anticipated for the next year, such as overtime worked only at Christmas, the overtime worked for the entire year will be used to anticipate income.

If there are bonuses to be anticipated, but the employer does not know how much the bonus will be, the bonus from last year, if any, will be used for calculation purposes.

If, by averaging, a reasonable estimate can be made, that estimate is used instead of changing the HAP every month.

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

At reexamination, the PHA can use last year's income, if the income cannot be anticipated for the coming year, and average.

## **9.5. Regular Contributions And Gifts:**

Regular contributions and gifts received from persons outside the household are counted as income if valued at more than \$25 per month.

This includes rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis.

It does not include casual contributions or sporadic gifts.

## **9.6. Alimony And Child Support:**

Regular alimony and child support payments are counted as income.

If the child support is not received on a regular basis, the PHA must count the amount of child support in the divorce decree or separation agreement unless the PHA verifies that the income is not provided.

In order to calculate with any other amount than the amount in the award, the PHA must obtain a certification from the participant as to how much is being received on an annual basis, plus they must have documentation in the file that the family has filed with the agency responsible for enforcing the payments.

When a printout is received (from the Attorney General's office, for example, for the prior 12 payments), the PHA will use the amount received up to the last 12 payments. The projection will be the total amount received up to the last 12 payments (except lump sums for back pay) divided by the number of days plus the average number of days from the first payment through the last payment times 364 days. If the last payment was more than 60 days from the verification date, calculations will be based on the number of days from the first payment to the verification date plus the average number of days. If the last payment received was 12 months or more from the verification date and the family has filed with the agency responsible for enforcing the payments, none of the payments will be counted.

A lump sum paid for back due support will be handled as an asset.

## **9.7. Lump Sum Receipts:**

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), social security benefits, capital gains and settlement for personal or property losses are not included in income. Lump-sum payments caused by delays in processing periodic payments (unemployment, or welfare assistance but not social security benefits) are counted as income.

Treatment of accumulated periodic payments because the income was deferred due to a dispute is handled no differently than periodic payments that are deferred because of processing problems.

PHAs may develop a calculation method that calculates retroactively or prospectively.

The PHA will calculate the lump sum retroactively; going back to the month the lump-sum payment was received, as long as that date is not prior to program participation.

The PHA will determine the percent of the year remaining before the annual certification (for example 3 months would be 25% of the year, leaving a 75% balance);

At the next annual reexamination, the PHA will take the remaining percentage (for example the 75%) of the lump sum and add to the annual income;

## **9.8. Assets Calculations**

In calculating the value of cash and cash equivalent asset accounts the PHA will use the average balance for the past 3 months.

## **9.9. Assets Disposed Of For Less Than Fair Value**

The PHA must count assets disposed of for less than fair market value during the two years preceding examination or reexamination. The PHA will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcies are not considered to be assets disposed of for less than fair market value. Generally, assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value. HUD does not specify a minimum threshold for counting assets disposed of for less than Fair Market value, but allows PHAs to establish a threshold in the Administrative Plan that will enable them to ignore small amounts such as charitable contributions.

The PHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$2000. If the total amount of assets disposed of within a one-year period is less than \$2000, they will not be considered an asset for the two-year period.

If the total amount of assets disposed of within a one year period is more than \$2000, all assets disposed of for less than Fair Market value minus \$2000 will be counted as assets for two years from the date the asset was disposed.

## **9.10. Child Care**

Childcare Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable the child's parent, foster parent or guardian to actively seek employment, be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed.

If a child becomes thirteen (13) years of age between annual certifications an interim change in TTP will not be made removing the childcare expense unless the family requests a recalculation of TTP.

The PHA will not normally determine childcare expenses for a child as necessary when the household contains an additional parent, foster parent or guardian of that child who is physically capable of caring for that child and is not working, actively seeking employment or furthering his/her education. The head of household must document the disability/handicap that prevents the parent, foster parent or guardian from providing childcare.

Childcare deductions will not be given for attending a private school, rather than a public school. However, if the private school also provides day care or after-school care, in addition to regular school hours for school-age children, the after-hours care can be counted as a childcare deduction, as long as the family is eligible for the childcare deduction.

The following will be used as the reasonableness standard for childcare deductions:

The maximum childcare deduction allowed to work will be based on the amount earned of the child's parent, foster parent or guardian enabled to work as designated by the family.

Because of the requirements of childcare facilities and travel and study time, the PHA will allow the cost of full time childcare for the parent, foster parent or guardian enabled to further his/her education or actively seeking employment.

Those claiming the deduction for actively seeking employment will be required to register with the Texas Workforce Commission.

Rate of Expense:

The PHA will annually survey the local daycare providers in the area/community to determine a reasonableness standard. The determination will be made a reasonable weekly or monthly rate.

### **9.11. Medical Expenses:**

To anticipate medical expenses, third party information will be solicited from the applicant's or participant's doctors, pharmacies, hospitals, dentists, clinics, etc. The verification forms will request anticipated medical expenses for the next 12 months and any outstanding medical bills with the average payments made toward those bills. The anticipated medical expenses minus any amounts to be paid by insurance, plus average payments made toward outstanding bills for a 12 month period or the pay out of the bill whichever is less, will be used to project the medical expenses. Pharmacies may provide a listing of the medications purchased during the past 12 months and a projected average for the next 12 months will be calculated based on those figures. Any amounts paid toward medical insurance as verified by a copy of the in force policy will also be projected for 12 months and added to the anticipated medical expenses as well as the amounts paid toward Medicare as verified by the Social Security Administration.

Nonprescription over the counter medication must be doctor recommended for a family member with a recommended dosage in order to be used as a medical deduction.

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

### **9.12. Declared Zero-income or Unreasonably Low Income:**

A family's income including excludable income will be compared to the minimum reasonable income for the family size on the Zero income worksheet. If the declared income is less than that minimum reasonable income on the worksheet, the worksheet will be completed and the difference between the declared income and the calculated income will be added to the families' annual income. A third party attempt will be made to verify the source of the extra worksheet calculated income.

## **10. VERIFICATION PROCEDURES**

### **10.1. General Policy**

The PHA verifies family income, family composition, status of full-time students, value of assets, and other factors relating to eligibility determinations before an applicant is issued a Voucher.

The Executive Director will establish verification procedures acceptable to HUD and revise those procedures as needed.

The PHA also verifies citizenship and noncitizen eligible immigration status once for each family member in accordance with 24 CFR Part 5 Subpart E

## **11. BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHERS**

### **11.1. Briefings**

#### ***11.1.1. Purpose of the Briefing:***

The purpose of the briefing is to go over the Voucher holder's packet in order to fully inform the participant about the program so that s/he will be able to discuss it with potential participating owners.

### ***11.1.2. Briefing Attendance Requirement:***

All adult family members are required to attend the briefing when they are initially issued a Voucher. No Voucher will be awarded unless the adult family members have attended a briefing. Exceptions may be made for students attending school out of state or for adults whom attendance would be a medical hardship. Exception will be made for members away for active military duty. The family must provide written documentation providing the reason that prevented them from attending the briefing. A family may reschedule the briefing for when the required adults can attend if they contact the Housing Authority within the designated time frame on the briefing notice. There is no guarantee that voucher funding will be available at the rescheduled time, but the family will not lose their place on the waiting list in that case and a new briefing date will be scheduled when funding is available.

Two failures of an applicant to participate in scheduled briefings shall result in withdrawal of his/her application. The applicant will not be afforded an informal review but the missed appointment will be handled as specified in Section 22.2.

### ***11.1.3. Format of the Briefing:***

A Housing Choice Voucher staff member may handle briefing of Voucher holders on a group or individual basis. (If group briefings are conducted), applicants are interviewed individually after the group briefing, given an opportunity to ask questions and are requested to sign their Voucher.

The applicant is provided with the following voucher holders packet containing:

- a. Those items required by 24 CFR Section 982.301(b) of the regulations;
- b. A general information brochure explaining the basics of the rental program for landlord use;
- c. Description of Fair Market Rents Payment Standards and Housing Assistance Payments;
- d. Procedures for notifying HUD or the PHA of program abuses such as required side payments or other overcharges and Housing Quality violations in the unit;
- e. Notification of Violence Against Women Act provisions.
- f. Any supplemental material the PHA may deem necessary.

### ***11.1.4. Other Briefing Information:***

In addition to the briefing requirements to be covered determined by HUD regulations, the following items shall be discussed thoroughly in the briefing session.

The amount of the security deposit that can be collected by the owner as determined by State law and the use of that deposit after tenant move-out, shall be thoroughly discussed. Collection of the Security Deposit and any special terms provided for the payment of the deposit shall be between Owner and Tenant.

Information shall be included to explain that rents are restricted to what is determined reasonable by the PHA. The PHA shall also explain the Tenant's responsibilities regarding increased rent payments when a family elects to rent a property where the rent is more than the combined total of the voucher subsidy allowed and their tenant payment in the Housing Voucher Program.

Information on and encouragement to lease in areas outside economic deprivation and areas where the participant's race does not predominate will be provided.

The applicant will be informed of the requirement to notify the PHA of any family composition change after the voucher is issued but before the HAP contract is effective.

### ***11.1.5. Household Obligations under the Housing Choice Voucher Program:***

Generally, under the Housing Choice Voucher Program, the relationship between tenant and landlord are the same as in the private housing market.

However, once a household receives a Housing Choice Voucher, s/he has the following additional obligations:

Find a rental unit which is the correct size in accordance with HQS and for which they will not initially pay more than 40% of the family monthly adjust income.

Turn in proper forms to the PHA within the Voucher period so that the unit may be approved;

Supplying required information.

- (1) The family must supply any information that the Housing Authority (PHA) or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status.
- (2) The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- (3) The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information.
- (4) Any information supplied by the family must be true and complete.

The family is responsible for an HQS violation that is caused by any of the following:

- (1) The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant.
- (2) The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant.
- (3) Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.

The family may not commit any serious or repeated violation of the lease.

The family must notify the PHA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner. All notices must be in writing.

The family must promptly give the PHA a copy of any owner eviction notice

The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

The PHA must approve the composition of the assisted family residing in the unit. The family must promptly (within ten days) inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

The family must promptly (within ten days) notify the PHA if any family member no longer resides in the unit.

If the PHA has given approval, a foster child or a live-in aide may reside in the unit.

Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by family members.

The family must not sublease or let the unit.

The family must not assign the lease or transfer the unit.

The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose. The family must promptly (within ten days) notify the PHA of absence from the unit.

The family must not own or have any interest in the unit unless approved under the homeownership program.

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

The members of the family may not engage in drug-related criminal activity, or violent criminal activity.

An assisted family or members of the family may not receive Section 8 tenant based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative Federal, State or local housing assistance program.

#### ***11.1.6. Owner Referrals:***

The PHA utilizes GoSection8.com for listings of potential rental units and encourages owners of rental property to list their units without charge. Voucher holders are notified at their briefing session how to access the website. Additional assistance is provided as needed upon request.

### **11.2. Security Deposit Requirements**

State law will govern the Security Deposits collected by the Owner. The PHA declines to set a maximum amount for security deposits.

### **11.3. Voucher Issuance**

At the close of the briefing session, each household will be issued a Housing Choice Voucher that is a contract between the PHA and the household specifying the rights and responsibilities of each party.

The number of Vouchers issued will be determined by the amount of funding available. The PHA will attempt to issue the maximum number of Vouchers as to serve as many families in need as possible while maintaining the program integrity. Therefore, the PHA will maintain monthly reports to determine when applications should be taken, and the number of Vouchers to be issued based on turnover statistics, FMRs, Utility Allowances, current housing assistance payments and the subsidy standards required.

#### ***11.3.1. Expirations:***

The Voucher is valid for a period of 60 days from the date of issuance. Prior to expiration, the family may contact the PHA to inquire about assistance the PHA can provide the family in locating suitable housing.

The family must submit a Request for Tenancy Approval and Lease within the 60-day period or any approved extension.

Only one Request for Tenancy Approval may be submitted at a time, but the voucher holder may withdraw a request and submit a new one during the voucher term.



The Tenancy requested must meet all the requirements and be placed under a HAP contract within 60 days of the voucher issuance and any approved extensions.

### ***11.3.2. Extensions:***

A family may request an extension of the Voucher time period. All requests for extensions should be received prior to the expiration date of the Voucher.

Extensions will be made at the discretion of the Housing Coordinator or Executive Director primarily for three reasons:

1. Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial 60-day period. Verification is required.
2. The family has evidenced that they have made a consistent effort to locate a unit and request support services from the Housing Case Manager, throughout the initial 60-day period with regard to their inability to locate a unit.
3. The family has turned in a Request for Tenancy Approval prior to the expiration of the 60-day period, but the unit has not passed Housing Quality Standards.

The PHA extends in one or more days increments, not to exceed an additional 60 days.

The PHA may refuse to extend vouchers if HAP contracts for those units may result in more leased units or HAP expense than authorized under the Annual Contributions Contract with HUD.

### ***11.3.3. Suspensions:***

Suspension means stopping the clock on the term of a family's voucher after the family submits a request for lease approval.

The PHA must provide for suspension of the initial or any extended term of the voucher from the date that the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied.

## **11.4. Portability**

All applicants who are not residents of Nacogdoches County, at the time of application, must utilize their voucher within the boundaries of Nacogdoches County for a full twelve months, beginning at the date of the first HAP contract, before they will be allowed to move under the portability policies below. Residency is established by having lived in the County of Nacogdoches for at least 90 days before the date of application. Proof of residency will be required.

The PHA may not deny portable voucher assistance to a tenant who violated previous assisted lease terms solely in order to move out quickly because of the fear of domestic violence. The PHA may not terminate or deny portable voucher assistance to a tenant who is otherwise in compliance with program rules moved out of a previous assisted unit in order to "protect the health and safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

### ***11.4.1. Regulatory Portability:***

The PHA shall allow Voucher holders and participants to move outside the boundaries of Nacogdoches County with continued rental assistance if there is a Receiving PHA in the new location willing to provide the required program services for the HUD-allowed fees and there is

sufficient HUD funding to cover the per unit cost (PUC) or the receiving PHA is willing to absorb the family.

#### **11.4.2. Incoming Vouchers:**

The PHA will accept families with a valid Housing Voucher from another PHA's jurisdiction.

The families will be serviced as follows:

1. If the PHA has an available Voucher, the family will be offered that assistance and the family will be transferred to this PHA's program ahead of applicants on the waiting list.
2. If the PHA does not have an available Voucher, the PHA will administer the Voucher of the Initial PHA. The PHA may transfer the tenant to its program when a Voucher becomes available.

#### **11.5. Moves Within The PHA Jurisdiction**

It shall be the policy of the PHA to allow tenants to move from one assisted unit to another under the program within the PHA's jurisdiction. The policies governing family moves are under Section 19.

#### **11.6. Changes in Applicant Family Composition and Income After Voucher Issuance**

Until a family is first placed under a HAP contract, they remain applicants and those policies in Section 6.3.1 and 6.3.2 apply as well.

All changes in family composition after voucher issuance and before the HAP contract effective date, must be reported by the family in writing to the PHA within ten days of the change.

##### **11.6.1. Income Changes**

If family loss of income causes the family share of rent to be reduced, it will be effective the second full month after the HAP contract date. An increase in income will normally not be processed unless it is the income of an added family member, and it will be processed at the second full month after the HAP contract date. An increase in income may be processed effective on the HAP contract date if requested by the family.

##### **11.6.2. Family Composition Changes**

The voucher size issued will not be adjusted for admission but may be adjusted at the first annual certification. Any additions or reductions in family composition will be processed effective the second full month after the HAP contract date.

### **12. LOCATING SUITABLE HOUSING**

#### **12.1. Responsibility For Locating Housing**

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. This means that the housing must be within the rent limitations set by the Program, must meet Housing Quality Standards requirements, including minimum bedroom size requirements for units.

The PHA will maintain updated referral lists of owners who have called the PHA to list their available units. This list will include landlords who have handicapped accessible units or are willing to make their units accessible. The list will be made available to Voucher holders upon request.

The PHA will also track those families who may require additional assistance in locating housing (such as families with 3 or more minors) and will provide suitable assistance to these families upon request.

The PHA will also assist the Fair Housing Service Center in Mobility Counseling for those families seeking de-segregated housing opportunities.

## **12.2. Eligible Types Of Housing**

The following types of housing may be utilized in the Voucher program (unless designated otherwise):

- All structure types can be utilized, including but not limited to single family, duplex, triplex, fourplex, garden apartments, townhouses, and high-rises;

- Manufactured homes where the tenant leases the mobile home and the pad;

- Manufactured homes where the tenant owns the mobile home and leases the pad;

- Independent Group Residences Congregate Housing

Families may lease properties owned by relatives, only if required to meet reasonable accommodation for a handicapped or disabled family member and if they meet the other program requirements.

Housing units where the family is being subsidized under other Section 8 programs are ineligible.

## **12.3. Request For Tenancy Approval And Lease**

The Request for Tenancy Approval and a copy of the proposed owner's Lease with the required HUD Lease Addendum attached must be submitted prior to the expiration of the Housing Voucher, unless the Voucher has been extended by the PHA and at least 5 working days prior to the effective date of the lease.

Both owner and Voucher holder must sign the Request for Tenancy Approval Form. The lease must be executed by both parties prior to the proposed effective date of the lease.

The PHA will review the documents to determine whether or not they are approvable. The PHA will also schedule a Housing Quality Standards inspection.

The unit must meet the Housing Quality Standards. If the PHA determines that the unit does not meet the Housing Quality Standards, the family and owner will be notified.

See the next section for Clearing Deficiencies.

# **13. HOUSING QUALITY STANDARDS AND INSPECTIONS**

## **13.1. General Purpose**

The PHA is required by HUD regulations to inspect the unit to ensure that it is "decent, safe, and sanitary" according to Housing Quality Standards (HQS) or other acceptable inspection protocols such as Uniform Physical Condition Standard (UPCS) for the Low Income Housing Tax Credit (LIHTC) properties. The PHA may use UPCS inspections done on LIHTC properties for annual or biennial inspections only.

The PHA has adopted additional local requirements of acceptability defined below.

No unit will be initially placed on the Housing Choice Voucher Program unless these standards are met. Units must also meet the Housing Quality Standards as long as the unit is under contract.

There are four types of inspections the PHA will perform:

- Initial

Annual or Biennial

Complaint

Quality Control

The Housing Quality Standards take precedence over local housing codes and other pertinent codes.

### **13.2. Acceptable Criteria And Exceptions To HQS**

The PHA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet or UPCS with the following exceptions:

1. Unvented heaters may be permitted in units participating in the program by prior approval from the Area Director of the Department of Housing and Urban Development Field Office, dated June 12, 1989, providing the appropriate waiver.
2. By prior approval from the director of public housing Texas State HUD office, dated February 15, 2000, in those instances where a unit is centrally heated and air-conditioned, traditional bathroom venting as contemplated by the HQS manual is not required.
3. The PHA has initiated the following policy to ensure that units meet the Interior Air Quality requirements that “the unit must have adequate air circulation. “Units that have not been provided an air conditioning unit or evaporative cooler by the landlord will be required to have screens on exterior doors and windows at the time of their initial inspection.
4. All units must have at least one working smoke detector *on each level*.
3. All units are required to have sufficient weather-stripping and insulation to ensure the unit is free from drafts.

### **13.3. HQS Inspections**

#### **13.3.1. General Policy**

The PHA will conduct an inspection using the Housing Quality Standards (and other protocols approved in this Administrative Plan) at least biennially. Generally, if a unit passes an inspection the first time it may be inspected within the next 24 months, but if it fails the first time it may be inspected within the next 12 months. However, if between inspections, the tenant or owner complains that the unit does not meet Housing Quality Standards, the PHA will conduct an inspection. In this case, the staff has to inspect only the items that the tenant or owner are complaining about, but if other fail items are noticed during the inspection, the staff must also note those items and require those items to be corrected.

The owner or tenant is responsible for insuring that all HQS failed items are corrected. The owner may have recourse under his lease to charge the tenant for the cost of repairs of tenant caused damages. If utilities have been disconnected for non-payment by the tenant, the unit fails HQS and the tenant can be terminated from the rental assistance program for breach of family obligations. The owner or tenant will be given time to correct the failed items. There are two guidelines to use:

1. If the item endangers the family’s health or safety, the owner or tenant must correct or abate the violation within 24 hours.
2. For less serious failures, the owner or tenant may be given up to 30 days to correct the item(s).

If the owner fails to correct those HQS violations that are the owner’s responsibility, after s/he has been given a reasonable time to correct the items, the payment must be abated, or the HAP Contract must be terminated.

The PHA may allow an owner/landlord to certify that all deficiencies have been corrected rather than verify by re-inspection. At the next inspection of the unit the previous inspection will be compared to the current one in order to insure the veracity of the certification. Any owner/landlord that makes false certifications will be subject to HAP contract terminations and being banned from participation in the program.

### **13.3.2.      *Inspection Protocols***

The PHA may use Housing Quality Standards (HQS) as set out in 24 CFR §982.401 or may rely upon inspections of housing assisted under the HOME Investment Partnerships (HOME) program or housing financed using Low-Income Housing Tax Credits (LIHTCs), or inspections performed by HUD. If a property is inspected under an inspection method that does not employ a pass/fail determination, then the PHA must review the list of deficiencies to determine whether any cited deficiency would have resulted in a “fail” score under HQS. If no such deficiency exists, then the PHA will rely on the inspection to demonstrate compliance with the inspection requirement at 24 CFR §982.405(a). If such a deficiency does exist, then the PHA will not rely on the inspection to demonstrate such compliance and the unit will be inspected using HQS protocols.

### **13.3.3.      *Non-Life-Threatening (NLT) And Life-Threatening (LT) Conditions***

An NLT condition is defined as any condition that would fail to meet the housing quality standards under 24 CFR 982.401 and is not a life-threatening (LT) condition as defined by HUD. HUD’s definition of LT conditions includes the following and must be applied to all HQS inspections (e.g. annual, interim, special), not just initial inspections subject to the NLT provision.

- (1) Gas (natural or liquid petroleum) leak or fumes
- (2) Electrical hazards that could result in shock or fire
- (3) Inoperable or missing smoke detector
- (4) Interior air quality (inoperable or missing carbon monoxide detector, where required)
- (5) Gas/oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting
- (6) Lack of alternative means of exit in case of fire or blocked egress
- (7) Other interior hazards (missing or damaged fire extinguisher, where required)
- (8) Deteriorated paint surfaces in a unit built before 1978 and to be occupied by a family with a child less than 6 years of age
- (9) Any other condition subsequently identified by HUD as life-threatening in a notice published in the Federal Register.

The presence of deteriorated paint in units built before 1978 to be occupied by a family with a child under the age of 6, which is a LT condition under the NLT provision, is treated differently from other LT conditions. If the PHA identifies such hazards during the initial HQS inspection, the PHA may not approve the tenancy, execute the HAP contract (or, in the case of Project Based Voucher (PBV), approve occupancy and the execution of a lease), or make assistance payments until lead hazard reduction is complete. However, if the deficiency is identified for a unit already occupied by an assisted family under a HAP contract as of the effective date of the NLT provision, for example during a regular or interim HQS inspection, lead hazard reduction does not need to be completed within 24 hours as is the case for all other LT conditions. Instead, the PHA and owners must follow the requirements in 24 CFR part 35.

#### **13.3.4. *Initial Inspections Utilizing NLT Provisions***

The PHA will utilize this NLT provisions beginning April 1, 2018. The PHA will utilize these provisions for all initial inspections.

With the agreement of the participant family, the PHA may approve an assisted tenancy, execute a HAP contract, and make HAPs for a unit that fails the initial HQS inspection only because of NLT conditions as defined above.

The process for approving a unit and executing the HAP contract (or, in the case of PBV, approving occupancy and the execution of a lease) for a unit under the NLT provision is like the regular practice of approving an assisted tenancy. The only difference is that the unit does not need to pass the inspection before the PHA can approve the leasing of the unit, but the PHA must still inspect the unit before the initial lease term and HAP contract term may commence.

The PHA must ensure that the unit does not have any life-threatening deficiencies before approving the unit and executing the HAP contract (or, in the case of PBV, approving occupancy and the execution of a lease). The PHA must document that the unit passes all components of the inspection that relate to any life-threatening conditions identified in this administrative plan (including those on HUD's list) before approving the assisted tenancy and executing the HAP contract (in the case of HCV). The PHA must note and describe any life-threatening conditions on HUD's inspection form (HUD-52580, HUD-52580-A, or successor form). If a unit's completed inspection form has no noted life-threatening conditions, the PHA is certifying that the unit was free of life-threatening deficiencies at the time of the initial inspection.

After the initial inspection is complete, the PHA must notify the owner and the family of the inspection results in writing. The notification of the inspection results must include detailed information for all failed and inconclusive inspection items so that the owner and family are fully aware of the work necessary to pass the HQS inspection.

If the unit has only NLT conditions, the PHA must offer the family the choice to accept the unit or to decline the unit and continue their housing search. The PHA must notify the family that if the owner fails to correct the NLT deficiencies within the PHA-specified timeframe, the PHA will terminate the HAP contract, which in turn terminates the assisted lease and the family will have to move to another unit to continue receiving voucher assistance. If the family declines the unit, the PHA must inform the family of how much search time they have remaining, consistent with PHA policies. The family must notify the PHA, in writing within (14) calendar days of the fail notice if they will accept or decline the unit. In accordance with 24 CFR 982.303(c), the PHA must provide for the suspension of the initial or any extended term of the voucher from the date the family submitted the request for PHA approval of the tenancy until the date the PHA notifies the family, in writing, whether the request has been approved or denied. In this circumstance, the date of the family's choice to decline the unit would be the date of the end of the suspension of the voucher term. If the family does not provide a written notice within the (14) calendar days, it will be assumed that the unit was declined, and the voucher suspension will end with notice to the family. Families with disabilities may make a reasonable accommodation request for an extension of the search time at any time.

If the family accepts the unit with the NLT conditions, the PHA must notify the owner, in writing, that the PHA has approved the assisted tenancy. The PHA may execute the HAP contract (in the case of HCV) and begin HAPs. If the NLT conditions are not corrected within 30 days of the PHA notifying the owner of the unit's failure of HQS, the PHA must withhold any further HAPs until the unit complies with HQS. The 30-day requirement is statutory, the PHA may not extend the time for the owner to correct the repairs before the PHA withholds payment. Once the unit is in

compliance with HQS, the PHA must recommence making HAPs. The PHA may use any payments withheld to pay the owner for the period during which payments were withheld. The NLT conditions must be corrected within 180 days of the lease effective date or the held payments will be abated, and the contract terminated. Once the HAP Contract is terminated it will not be reinstated. The tenant is given a new Voucher to move if qualified under Section 19.1 of this Plan.

### ***13.3.5. Suspending / Withholding of HAP for Inspections other than Initial***

If the owner has been given at least 30 days to correct those HQS violations that were the owner's responsibility, but has requested a time extension for extenuating circumstances, the Executive Director or Housing Coordinator will determine if the circumstances justify an extension.

HAP to the owner for the failed unit will be suspended / withheld, if an extension has been given, until the repairs are complete within the extension time.

### ***13.3.6. Termination / Abatement of HAP for Inspections other than Initial***

When it has been determined that a unit on the program fails to meet those parts of Housing Quality Standards that are the responsibility of the owner, and the owner has been given an opportunity to correct the problem(s) and does not do so within the time frame established by the PHA, the rent for the unit shall be terminated / abated and 30 day notice of HAP contract termination will be mailed to the owner.

The abatement shall be for at least one full month and will continue until all items which caused the unit to fail have been corrected or the HAP contract is terminated.

The PHA will inspect abated units within the month of the abatement after the owner has contacted the PHA to report the completed work.

### ***13.3.7. HAP Contract Termination for Inspections other than Initial***

If the owner fails to correct all the owner responsible items cited within thirty days of the beginning of the abatement period, the Contract will be terminated.

While the termination notice is running, the abatement will remain in effect.

Once the HAP Contract is terminated (with a thirty-day notice prior to the first of the month), it will not be reinstated. The tenant is given a new Voucher to move if qualified under Section 19.1 of this Plan.

To reiterate this: When the Housing Assistance Payments Contract or the Voucher Subsidy Contract is terminated for owner responsible Housing Quality Standards violations, it cannot be reinstated. If repairs are done before the effective termination date, the termination can be rescinded if the tenant chooses to stay in the unit.

### ***13.3.8. Tenant Caused HQS Violations***

If the unit fails HQS as a result of a breach of the family obligation as stated in 24CFR, the HAP may not be held or abated, or the HAP contract terminated.

However, if the unit does not pass HQS within the time frame given by the PHA the family will be given a "Notice of Termination" of their program assistance, with a copy to the owner, stating that the HAP contract will terminate automatically when the family's program assistance is terminated.

### **13.4. Rent Reasonableness Test**

The PHA maintains an inspection standard to ensure quality of approved housing and to ensure the requested rent meets the rent reasonable test and landlords are given the opportunity to make the requested repairs. The inspection shall note:

- Location
- Quality
- Size
- Unit type
- Age
- Amenities
- Housing services
- Maintenance
- Utilities

## **14. LEASE APPROVAL AND HAP/VOUCHER CONTRACT EXECUTION**

### **14.1. Documents Submitted**

The family shall be required to submit to the PHA the following documents at least 5 working days before the proposed effective date of the lease and prior to the expiration of the Voucher:

- (1) **LANDLORD, OWNER, CONTRACT UNIT INFORMATION**  
To be completed by the Landlord for proper mailing of Housing Assistance Payments Checks, Housing Authority contacts, and HUD statistics.
- (2) **INFORMATION TO PROSPECTIVE LANDLORD ABOUT THIS FAMILY**  
This form provides HUD required information about the family, if available, so that the prospective Landlord can contact current and prior landlords in order to screen the tenant. This form is signed by the Landlord to ensure that he has received it.
- (3) **IRS FORM W-9**  
Must be completed by the Landlord. The name and SSN/TIN must match IRS records exactly. The name, address, and SSN/TIN on the W-9 will be used on the IRS form 1099 sent to the Landlord and IRS to report rental income as required by law.
- (4) **REQUEST FOR TENANCY APPROVAL**  
To be completed by Landlord and signed by Landlord and Tenant.
- (5) **COPY OF THE TYPICAL LEASE USED BY THE LANDLORD.**  
If PHA approves this lease the Landlord and Tenant must sign it before the beginning term date. The Landlord must use the same lease he uses for any unsubsidized rental dwellings.
- (6) **LEASE ADDENDUM BASIC VERSION**  
This addendum must be attached to the Landlord's lease and signed by the Landlord and Tenant before the beginning term date.
- (7) **HOUSING QUALITY STANDARDS CHECKLIST**  
To be checked by Landlord and Tenant and signed by both.



## **14.2. Initial Family Share Of Rent Limitations**

The Family share of rent for an initial lease of a unit cannot exceed 40% of the family's monthly adjusted income. However, if a family has income that is excluded by law or regulation from the adjusted income calculation, that income may be added back to the adjusted income for comparison to the family share of rent for the 40% limit test. Since the family will have that excluded income for use in paying family expenses their housing choices should not be limited based on that exclusion.

## **14.3. Rent Reasonableness Determination**

The PHA will make a determination as to the reasonableness of the rent that the owner is proposing in relation to comparable units on the private unassisted market.

Rent reasonableness determinations are made when units are placed under HAP contract for the first time and when owners request rent adjustments.

The PHA will certify and document on a case-by-case basis that the approved rent:

Does not exceed rents charged by the owner for comparable unassisted units in the private market;  
and

Is reasonable in relation to rents charged by other owners for comparable units in the private market.

These items will be used for rent reasonableness documentation:

Location  
Quality  
Size  
Unit type  
Age  
Amenities  
Housing services  
Maintenance  
Utilities

The PHA will utilize GoSection8.com or other HUD recognized automated system to maintain comparable data on unassisted units in the market. This data will be used for the staff to make their rent reasonableness determinations.

GoSection8.com or other automated system staff will at least annually update the comparable data on rent reasonableness through databases, by mail, or by telephone to apartments, realtors, and those rental units advertised in the local newspapers. PHA staff may augment the system with additional updates as needed.

## **14.4. Owner Tenant Separate Agreements**

Owners and tenants may execute agreements for services, appliances (other than for range and refrigerator) and other items outside those that are provided under the lease.

Any appliance, service or other items that is routinely provided to non-subsidized tenants as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.

The PHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

## **14.5. Lease Approval / Disapproval**

After the PHA has reviewed the Request for Tenancy Approval and Lease, certified and documented rent reasonableness, conducted an inspection and passed the unit, checked the rent against the 40% family monthly adjusted income for an initial lease of a unit (if gross rent above payment standard), the PHA may approve the tenancy.

If the PHA determines that the tenancy cannot be approved for any reason, the landlord and the family will be notified, and the reasons provided.

If the lease does not meet the PHA's requirements, the PHA will explain the problems to the owner and suggest how they may be corrected by a specific date.

If the gross rent is above the payment standard and the proposed family share exceeds 40% of the family monthly-adjusted income for an initial lease of a unit, the PHA will discuss with the landlord the possibility of reducing the Contract Rent.

If the rent does not meet the Rent Reasonable Test the PHA will discuss with the landlord the possibility of reducing the Contract Rent.

If the owner accepts the offer of a revised rent, the PHA will continue processing the Request for Tenancy Approval and Lease.

If the owner does not agree on the contract rent, after the PHA has tried and failed to negotiate a revised rent, the PHA will inform the tenant that the tenancy is disapproved. The tenant should continue to locate eligible housing if his/her Voucher is still valid.

If the unit fails inspection, the PHA will provide the landlord with a detailed list of items that must be corrected and provide the landlord a reasonable period of time to make the repairs (see above).

## **14.6. Disapproval Of Owners**

Nothing in the federal regulations or these policies is intended to give any owner any right to participate in the program.

The PHA may deny approval to lease a unit from an owner for any of the following reasons:

- (1) The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
- (2) The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- (3) The owner has engaged in drug-trafficking;
- (4) The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- (5) The owner has a history or practice of renting units that fail to meet State or local housing codes; or
- (6) The owner has not paid State or local real estate taxes, fines or assessments.

In determining whether to deny owner participation the PHA will weigh the circumstances of the tenant as to whether the denial will place an undue hardship upon the family.

## **14.7. HAP Contract Execution**

Prior to HAP Contract execution, the PHA will reconfirm the family's composition and critical information about income and allowances.

If significant changes have occurred, the information will be verified and the Total Tenant Payment will be recalculated. The PHA will not re-verify information or recalculate the Total Tenant Payment merely because previous verifications are more than 60 days old, in this situation.

When the tenancy approval process is completed, the PHA will notify the landlord and the family of the tenancy approval or disapproval.

If the tenancy is approved, the PHA will prepare the HAP Contract and the PHA and Landlord will execute it within 60 days of the effective date of the lease.

## **15. PAYMENT STANDARDS, OWNER PAYMENT, UTILITY ALLOWANCE, AND MINIMUM RENT**

### **15.1. Payment Standards**

As a result of the volatility of funding, the Housing Authority Board of Commissioners authorizes the Executive Director to set the regular payment standards within a range of 90% to 110% of the HUD published Fair Market Rents (FMR) for Nacogdoches County and to adjust the payment standards at any time within that range.

Under the Young Litigation HUD has established exception Payment Standards at 148% FMR for those census blocks designated by HUD as affording a desegregated housing opportunity. The exception Payment Standards will be utilized only in a census block designated by HUD as a desegregated housing opportunity and only for those families designated by HUD for the use of those exception Payment Standards.

### **15.2. Affordability Adjustment To Payment Standards**

The Executive Director may consider adopting an affordability adjustment to the Payment Standard at any time, but will review the Payment Standards at least annually.

The factors to be used in the analysis will be:

1. Participant rent burden (the percent of the total tenant payment to the adjusted household income of the Voucher participants).
2. Participant rent burden relative to the quality of the units selected by participant families as measured by the rent reasonable comparison and the most current HQS inspection.
3. Participant rent burden relative to availability of units by bedroom size and location.
4. Actual contract rents for specific bedroom sizes.
5. The need to allow families to move out of areas of minority concentration.
6. Success rates of voucher holders in finding affordable units.
7. Per unit cost funded by HUD.
8. The desire to assist the greatest number of families with the funds available.

If it is determined that an affordability adjustment is needed the Executive Director will set an effective date for the new Payment Standards and post them for the public at the Housing Authority office. The new payment standard increases will be applied to current HAP contracts at the next annual reexamination date of the family. If it decreases, it will be applied to current HAP contracts at the second annual reexamination following the effective date of the decrease. A notice of decrease in payment standards will be provided to each participant at their annual certification at least 12 months prior to the decrease.

### **15.3. Utility Allowance**

If the family pays for some or all utilities, the PHA will provide the family with a utility allowance a schedule of which will be posted in the PHA office. The allowances are based on actual rates and average consumption estimates, not on a family's actual energy consumption.

The utility allowance is given as a reduction in the tenant's portion of rent to be paid to the owner.

The PHA will review the utility allowances on at least an annual basis. If a revision is needed, based on methods required by HUD, the Executive Director is authorized to make the revision to the Utility Allowance Schedule as needed. A schedule of Energy Efficient Utility Allowances may be used for units that have a Home Energy Rating ([HERS](#)) of 80 or below. The revised Utility Allowance Schedule will be used at any new admissions, annual reexaminations, and other change of units only, not at interim reexamination.

Approved utility allowance schedule(s) will be given to families along with their Housing Choice Voucher. The same schedule(s) will be used by the PHA to record the actual allowance for the smaller of the voucher size or unit size the family selects if there are tenant-paid utilities.

Where families provide their own range and refrigerator, the PHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance.

Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance prorated over the useful life of the appliance, based on factors provided by HUD.

### **15.4. Making Payments To Owners**

Once the HAP Contract is executed, the PHA begins processing payments to the landlord.

The effective date and the amount of the HAP payment are calculated based on the HUD-50058 by computer program.

A computer generated payments register will be used as a basis for monitoring the accuracy and timeliness of payments.

The Housing Choice Voucher Coordinator and Housing Case Managers will maintain records for monthly changes made by HUD-50058 and other actions effecting HAPs.

Checks are disbursed by the PHA to the owner each month.

### **15.5. Utility Reimbursement Payments**

Where the Utility Allowance exceeds the Total Tenant Payment of the family, the PHA will provide a Utility Reimbursement Payment on behalf of the family each month.

The check will be made out directly to the Utility Company(s) if possible or to the tenant. In order to make the utility reimbursement on behalf of the family the utility must be connected in the name of an adult family member, preferably the head of household

### **15.6. Minimum Rent**

"Minimum rent" is **\$50**. Minimum rent refers to the Minimum Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

### ***15.6.1. Hardship Requests for an Exception to Minimum Rent***

The PHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The PHA will review all relevant circumstances brought to the PHA's attention regarding financial hardship as it applies to the minimum rent.

In order for a family to qualify for a hardship exception the family's circumstances must fall under one of the following HUD hardship criteria:

- (1) The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
- (2) The family would be evicted as a result of the imposition of the minimum rent requirement;
- (3) The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by the PHA or HUD

### ***15.6.2. PHA Notification to Families of Right to Hardship Exception***

The PHA will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of 30% of monthly adjusted income, 10% of monthly income, minimum rent or welfare rent.

The PHA notification will advise families that hardship exception determinations are subject to PHA review and hearing procedures.

The PHA will review all family requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent hardship exceptions are required to be in writing.

The PHA will use its standard verification procedures to verify circumstances which have resulted in financial hardship.

### ***15.6.3. Suspension of Minimum Rent***

The PHA will grant the minimum rent exception to all families who request it, effective the first of the following month.

The minimum rent will be suspended until the PHA determines whether the hardship is covered by statute and temporary or long term

"Suspension" means that the PHA must not use the minimum rent calculation until the PHA has made this decision.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If the PHA determines that the minimum rent is not covered by statute, the PHA will impose a minimum rent including payment for minimum rent from the time of suspension.

#### ***15.6.4. Temporary Hardship***

If the PHA determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

The PHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

#### ***15.6.5. Long-Term Duration Hardships***

If the PHA determines that there is a qualifying long-term financial hardship, the PHA must exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the family's request for exemption.

### **16. ANNUAL REEXAMINATION**

The PHA maintains a listing of units under contract by month to ensure systematic reviews of contract rent, allowances for utilities and other services, and housing quality standards in accordance with the requirement for annual reexamination. Monetary changes are transmitted to the computer person to affect a change in the next rental payment.

Families will be requested to provide information on income, assets, allowances and deductions, and family composition at least annually. In order to allow for an even distribution of re-examinations per month the caseworker may schedule re-examinations at intervals of less than 12 months for some families.

Income limits will not be used as a test for continued eligibility at reexamination.

#### **16.1. Reexamination Notice To The Family**

The PHA will maintain a reexamination tracking system and at least 90-120 days in advance of the scheduled annual reexamination effective date, the head of household will be notified by mail that s/he is required to attend a reexamination interview on a specified date. Missed appointments or re-scheduled appointments will be handled as specified in Section 22.2.

The Housing Case Manager will review the tenant file and request in the notice that the tenant bring to the interview any documentation that may be needed. If requested documentation is not brought to the interview, the family will be notified that the documentation must be provided within (14) calendar days or their assistance will be terminated after an opportunity for an informal hearing.

#### **16.2. Verification Of Information Provided**

The PHA staff will verify information used for the annual reexamination in accordance with the "Nacogdoches Housing Authority Verification Procedures".

#### **16.3. Changes In Tenant Rent**

When the information is analyzed, all necessary documents are prepared and signed by the tenant, and all other requirements have been met, the PHA will recalculate the tenant's portion of rent.

Tenant rent effective on the annual reexamination date will primarily be based on data that is current on the interview date. Changes to income or allowances between the interview date and the annual reexamination date will not be processed as part of the reexamination. Changes in family composition between the interview date and reexamination date will be processed.

The PHA will notify both the owner and tenant of its determination and of the new rent to be paid by the tenant (and new Housing Assistance Payment to be paid by the PHA) if applicable. If there is a change in tenant rent and or HAP payment, it will go into effect on the annual reexamination date.

If the tenant caused a delay in the reexamination processing, there may be an increase in tenant rent made retroactively to the annual reexamination date with a repayment agreement to the PHA for overpayment of HAP. However, a decrease in tenant rent will not be made retroactively in this case. If there has been misrepresentation by the tenant at the annual reexamination that results in an overpayment of HAP, the PHA may consider this fraud and terminate the tenant's assistance.

## 17. RENT INCREASES BY OWNER

Owners may not request rent increases in the Voucher Program effective prior to the end of the initial lease term. Rent increases may be effective with a notice to the family required by the lease and after the PHA has approved the rent as reasonable. A 60-day prior notice to the PHA is required.

The PHA will certify and document on a case-by-case basis that the approved rent:

- Does not exceed rents charged by the owner for comparable unassisted units in the private market;

- Is reasonable in relation to rents charged by other owners for comparable units in the private market; and

The PHA will advise the family as to whether the rent is reasonable and shall assist in the negotiation of the rent with the owner if requested by the family. If the PHA has an ownership interest in or manages the rental unit, a third party will be offered to assist in negotiating rent.

## 18. INTERIM REEXAMINATIONS

### 18.1. Changes Between Annual Reexaminations

The family must within ten days notify the PHA in writing, if any family member no longer resides in the unit.

The family must inform the PHA in person at the PHA office by appointment within ten calendar days of the birth, adoption or court-awarded custody of a child. The family must bring birth certificates and or court documents to verify the change in family composition to the appointment. Reasonable accommodation for disable or handicapped family members may allow for written or telephone reporting of changes.

Except for the birth, adoption or court awarded custody of a child; the family must receive permission from the Landlord and the housing authority, **in writing, before** allowing any person, either a child or adult, not on the lease to move into the household. If anyone not on the lease moves into the house without written permission, the family will be in violation of the lease and family obligations and **the rental assistance can be terminated.**

If any new family member is added, family income must include any income of the additional family member at the time of addition. The PHA must conduct a reexamination to determine such additional income and must make appropriate adjustments in the housing assistance payment.

A family may report a reduction in income or increase in allowances that reduce annual income. A recalculation of TTP, after verifying all current income and allowances, will be done to determine if a reduction in tenant rent is warranted. Other changes in income or reductions in expenses between annual reexaminations are not required to be reported until the next annual reexamination and will not be used to recalculate TTP.

In order for a decrease in TTP or Tenant Rent to occur based on reduction of the family income or increase in expenses, the family must request the decrease in person by appointment at the PHA office and document that the Average Yearly Projected Income will be less than was calculated at the annual reexamination. Reasonable accommodation for disabled or handicapped family members may allow for written or telephone reporting of changes.

#### Other Changes:

1. Families claiming zero income; will be reexamined every 30 days.
2. Families whose annual income cannot be projected with any reasonable degree of accuracy; will be reexamined not less than every 90 days nor more than every 30 days.
3. Changes may occur if an error was made at admission or reexamination (and family will not be charged retroactively for errors made by Housing personnel).
4. Changes may occur if the family's rent was based on false or incomplete information supplied by the family (and the family will be charged retroactively and may have assistance terminated).
5. Families who requested and received a reduction in TTP between annual re-certifications as a result of a decrease in income from a member who continues to reside in the unit, will be reexamined every 90 days until it is determined that the annual income is stable.

Generally, decreases in the tenant portion of the rent will be effective the first day of the month following the month in which the change was reported if reported in person by appointment at the PHA office on or before the 1<sup>ST</sup> working day after the 19th day of the month and verified by the family secured documentation or third-party verification. If reported after that date or verifications are not received, or the change in income or allowances is between the annual interview and annual reexamination dates, the change will be effective the first of the second month following the month in which the change was reported. However, if at any time an increase in family income results in an increase in family rent, the family will be required to pay that increased rent for at least one month. Reasonable accommodation for disabled or handicapped family members may allow for written or telephone reporting of changes.

Increases in the tenant portion of the rent between annual re-exams will be effective on the first of the month thirty days following the processed change.

Failure to report changes, as required, may result in the family being charged for overpayment of housing assistance and / or termination from the program.

The Total Tenant Payment (TTP) or Tenant Rent may be changed in addition to the reasons listed above if there is a change in the Rent to Owner that causes a change in TTP or Tenant Rent.

## **18.2. Notice of HAP and Tenant Rent Changes**

A Notice of HAP and Tenant Rent will be sent to the owner and tenant if a change will occur. Signatures are not required, but the form, because it changes the family's Total Tenant Payment or Tenant Rent, must offer the family an opportunity for informal hearing.

## **18.3. Timely Reporting**

### ***18.3.1. Standard for Timely Reporting of Changes:***

The standard for reporting required changes for interims in a timely manner is for the family to report the change within ten calendar days of the change.



If the tenant does not bring the required information with them to the interview, they are asked to return with the documentation as soon as possible during that month. In addition, third party verification oral or written is utilized to verify the change.

If the tenant does not return by the end of the month, the Total Tenant Payment is calculated when the verification is received.

### ***18.3.2. Procedures When the Change is Reported in a Timely Manner:***

The Housing Authority will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following:

The family will always be given a 30-day notice prior to the first of the month for a rent increase. Increases in the tenant rent are to be made effective upon thirty-day notice, prior to the first of the month, so that the change is always effective on the first of the month, rather than some date within the month.

Generally, decreases in the tenant rent are to be made effective the first of the month following that in which the change was reported (if reported on or before the 1<sup>ST</sup> working day after the 19<sup>th</sup> of the month) and verified by the family secured documentation or third-party verification. However, if at any time an increase in family income results in an increase in family rent, the family will be required to pay that increased rent for at least one month.

The change may be based on the documentation the tenant brought with them to the interview, followed up by the third-party verification. Verbal confirmation by the tenant will not be acceptable.

If the tenant does not bring the information with them, they will be requested to return with the documentation as soon as possible during that month.

### ***18.3.3. Procedures when the Change Is Not Reported in a Timely Manner:***

If the family does not report a required change within ten calendar days of the change, the family will be determined to have caused an unreasonable delay in the interim reexamination processing.

**Increased Tenant Rent:** The change will be effective on the first of the month thirty days following the processed change, and an overpayment will be calculated retroactively to the date it should have been effective if the change were processed in a timely manner.

**Decreased Tenant Rent:** The change will be effective on the first of the month following the reported change, if reported on or before the 1<sup>ST</sup> working day after the 19<sup>th</sup> of the month.

Otherwise, the change will be effective the first of the second month following the reported change. However, if at any time an increase in family income results in an increase in family rent, the family will be required to pay that increased rent for at least one month.

Deviation from normal effective dates is justified because of the tenant's failure to supply the required report.

The calculation is the same even if required but unreported changes occurred months ago. The change is retroactive to the original date even if they have been changing jobs every six months and have not reported their job income at reexamination. A history has to be established to determine how much money the tenant owes the PHA.

If the tenant does not come in during the month the change occurred and comes in at the beginning of the following month, a decrease cannot be retroactive to the first of the month.

#### ***18.3.4. Procedures When the Change Is Not Processed by the PHA in a Timely Manner:***

“Processed in a timely manner” means that the change is effective on the date it would have been effective when the tenant reported the change in a timely manner.

If the change cannot be made effective on those dates, using the required notice periods, the change is not processed by the PHA in a timely manner.

If changes are not processed by the PHA staff in a timely manner, the change will be effective on the first of the month thirty days following the processed change. In addition, if the change resulted in a decrease, an underpayment to the landlord or overpayment by the tenant will be calculated retroactively to the date it should have been effective and a check will be sent to the landlord if still due or otherwise to the tenant.

#### ***18.3.5. Timing of Next Annual Reexamination:***

In the event there is an interim adjustment completed, the next regular re-examination will be scheduled within a year from the last effective date of the annual re-examination of family contribution.

#### ***18.3.6. Changes in Family Composition:***

The family must inform the PHA in person at the PHA office by appointment within ten calendar days of the birth, adoption or court-awarded custody of a child. The family must bring birth certificates and or court documents to verify the change in family composition to the appointment.

Except for the birth, adoption, or court awarded custody of a child, the family must receive permission from the Landlord and the housing authority, in writing, before allowing any person, either a child or adult, not on the lease to move into the household. If anyone not on the lease moves into the house without written permission, the family will be in violation of the lease and family obligations and **the rental assistance can be terminated**.

If a reduction in family size results in a reduction in the voucher size and subsidy standard, the new payment standard will be effective for the current dwelling unit at the next annual certification unless the reduction occurs less than 30 days prior to the annual certification. In this case the lower payment standard will be effective the first month following the annual certification with 30 days notice to the tenant and landlord. If the family issued the smaller voucher moves to a different unit the new payment standard will apply for the new unit immediately.

## **19. HAP CONTRACT TERMINATION AND FAMILY MOVES**

### **19.1. Family Moves**

It shall be the policy of the PHA to allow tenants to move with assistance from one unit to another within the PHA’s jurisdiction as long as:

1. The tenants have not violated the Family Obligations under the program;
2. They do not owe this PHA or any other entity money paid under any Federal housing assistance program or Public Housing Program;
3. They have completely reimbursed the PHA or any other entity for any amounts paid to an owner on their behalf for claims of unpaid rent, damages, or vacancy loss under the Certificate/Voucher Program;
4. No family member has engaged in drug related or violent criminal behavior or is required by a state to register as a sex offender.

5. On or before the 1<sup>ST</sup> working day after the 19<sup>th</sup> day of the month immediately prior to the last month of occupancy in the unit, the family has given the PHA written notice of intent to vacate stating what the last date of occupancy will be. If the family remains in the unit after the last date of occupancy noted, then a new notice of intent to vacate must be given to the PHA to remain in compliance with this section.

Violence Against Women Act exceptions: The PHA may not deny a voucher to move to a tenant who violated previous assisted lease terms solely in order to move out quickly because of the fear of domestic violence. The PHA may not terminate or deny a voucher to move to a tenant who is otherwise in compliance with program rules who moved out of a previous assisted unit in order to “protect the health and safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit. See Section 28.9.

If the family does not locate a new dwelling unit to move into and they want to remain with assistance in their current unit, the owner must provide a notice of agreement to continue the lease and HAP contract before the HAP contract termination date.

The family may move with Housing Choice Voucher assistance **only once in any 12-month period** and not during the first 12 months of assistance unless it is determined that:

- 1) The move is for portability and will provide for greater job or educational opportunities for the family and the receiving PHA will absorb the family or has a payment standard not greater than Nacogdoches Housing Authority and the current landlord is willing to terminate the lease with no violation by the family. or
- 2) The current unit fails HQS (non-tenant caused) and will not pass within the given repair time. or
- 3) There is actual or threatened physical abuse by a member of the family toward other members of the family and the move will remove the abusing member from the household. or
- 4) There is a predominance of racial hostility toward the family within the neighborhood of the current dwelling unit. or
- 5) The move is for verified medical reasons. or
- 6) The lease was for less than 12 months.

A mutual rescission of the lease by the tenant and landlord is not in and of itself justification for an additional move.

## **19.2. Family Notice To Move**

After the initial term of the lease, families are required to give notice to move in compliance with their lease to the owner with a copy to the PHA.

Briefing sessions emphasize the family’s responsibility to give the owner and the PHA proper written notice of any intent to move.

On or before the 1<sup>ST</sup> working day after the 19<sup>th</sup> day of the month immediately prior to the last month of occupancy in the unit, the family must also provide the PHA with written notice of intent to vacate stating what the last date of occupancy will be. If the family remains in the unit after the last date of occupancy noted, then a new notice of intent to vacate must be given to the PHA to remain in compliance with this section.

### **19.3. Participant Family Break-up**

In cases where a family breaks up the PHA will determine who will retain the rental assistance. The priority for retaining rental assistance is as follows:

#### ***First Priority***

If all adult family members agree as to which household will retain the assistance or there is a Court determination then the PHA will concur. Care will be taken to determine if any of the family members have been threatened into agreeing to give up the assistance.

#### ***Second Priority***

An adult family member who will keep at least one dependent from the original household and has received actual or threatened physical violence against them or the dependent, from their spouse or another member of the household, will retain the assistance. In this case the household member who threatened or engaged in the violence must not remain in the assisted household. If there are no dependents in the original household then the family member who received the actual or threatened physical violence will still qualify for this priority. The PHA will use certification from local police, social service agency, court, clergy person, physician, or counseling facility as a verification of the actual or threatened violence.

#### ***Third Priority***

The adult family member who will have the most dependents, from the original household, will retain the assistance.

#### ***Forth Priority***

The adult family member who is elderly with a disability or handicap will retain the assistance.

#### ***Fifth Priority***

The adult family member with a disability or handicap will retain the assistance.

#### ***Sixth Priority***

The adult family member who remains in the contract unit will retain the assistance.

#### **General Criteria Applying to All Priorities Above**

Any family member who is going to move from the contracted unit and wants to retain the rental assistance must give written notice to the PHA before moving from the unit. If they do not, they cannot retain the rental assistance.

### **19.4. Evictions**

If the owner wants to terminate the tenancy of the family, s/he must use the means available in the lease.

### **19.5. Other Family Moves**

Other actions may result in the tenant leaving such as:

If the owner wants a rent that is not reasonable as determined by the PHA, the PHA would disapprove the rent increase request and the owner might institute court action because they want a higher rent (only after the first term);

The owner may choose not to make repairs required by the Housing Quality Standards;

The unit becomes overcrowded according to HQS.

The tenant is issued another Voucher to move to another unit, unless there are grounds to deny or terminate assistance (see Denial or Termination of Assistance Section 20.1.1).

If the tenant locates another unit, the Annual Recertification Procedures will be followed.

### **19.6. Owner Notice To Move**

Owners may only give tenants notice according to their lease and the HUD Lease Addendum provisions.

Owners are required to follow eviction procedures consistent with their contract and must comply with the requirements of Federal, State, and local law.

### **19.7. Family Assistance Termination**

If the PHA terminates the Family's assistance in accordance with Section 20 of this Plan, the Contract with the owner terminates automatically.

### **19.8. Owner Misrepresentation**

If the landlord has committed fraud or misrepresentation in connection with the Housing Choice Voucher Program, the PHA will terminate the Contract and review the circumstances and family's involvement to determine if the family is eligible to relocate to another unit with continuation of assistance.

The PHA makes every effort to recover any overpayments made as a result of landlord fraud or abuse.

### **19.9. Change In Ownership**

The PHA must receive a written request by the owner in order to make changes regarding who is to receive the PHA's rent payment or the address at which payment is to be sent.

The PHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of a Deed of Trust or other legal documents showing the transfer of title.

The PHA will update its files and records to reflect the new information received.

### **19.10. Mid-Month Moves With Overlapping HAP Contracts**

When a family chooses to move, it is not always possible for the family to end an existing contract at the end of one month and begin the next contract on the first day of the following month. It is acceptable for HAP Contracts to "overlap" during a month for a family. This is not considered duplicate subsidy.

If the family is moving at the end of the lease/HAP contract, the PHA will terminate the existing HAP Contract on the expiration date. The new HAP Contract will start when the new unit passes the HQS inspection and the family takes possession of the unit.

If the family moves mid-month, the existing HAP will be terminated at the end of the month in which the family moved. The new HAP will be effective the date the unit passes the HQS inspection and the family takes possession of the unit, even if this occurs prior to the end of the existing HAP. This applies whether the contract is with the same or a different owner or housing complex.

The family is responsible for paying their portion of rent due under both leases for both assisted units during the overlapping period.

## **20. DENIAL OR TERMINATION OF ASSISTANCE**

### **20.1. General Policy**

When denying a family for violations or amounts owed from previous participation in a Federal housing program, any family member who was an adult during the previous participation is considered responsible for those violations or amounts owed.

#### ***20.1.1. Grounds For Termination Or Denial Of Assistance***

Termination or denial of assistance for a participant may include any or all of the following: refusing to issue a voucher, refusing to enter into a Housing Assistance Payment (HAP) Contract or approve a lease, terminating housing assistance payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures.

The PHA may **at any time** terminate or deny program assistance for a participant, for any of the following grounds:

- If the family violates any family obligations under the program.
- If any member of the family has been evicted from public housing or has had or is having a public housing lease terminated or refused renewal for serious or repeated violations of the lease.
- If any Housing Agency has ever terminated assistance under the certificate or voucher program for any member of the family.
- If any member of the family commits drug-related criminal activity, or violent criminal activity. (An arrest that is not backed up by additional data on criminal activity will not be used to disqualify applicants.)
- If any member of the family commits fraud, bribery or any other corrupt or criminal activity in connection with any Federal housing program.
- If any member of the family is required by a state to register as a sex offender.
- If the family currently owes rent or other amounts to the PHA or to another Housing Agency in connection with Section 8 or public housing assistance under the 1937 act.
- If the family has not reimbursed any Housing Agency for amounts paid to an owner under HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- If the family breaches an agreement with the PHA to pay amounts owed to a Housing Agency, or amounts paid to an owner by a Housing Agency.
- If a family participating in the Family Self Sufficiency (FSS) program fails to comply, without good cause, with the family's FSS contract of participation.
- If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

#### ***20.1.2. Requirement To Sign Consent Forms.***

The PHA **must** terminate assistance if any member of the family fails to sign and submit consent forms for obtaining information.

#### ***20.1.3. Restriction On Assistance To Noncitizen.***

Under certain circumstances stated in 24 CFR Part 5 Subpart E, the PHA must terminate assistance because a family member does not establish citizenship or eligible immigration status.

#### ***20.1.4. Termination Or Denial for Insufficient Program Funding.***

The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

In this case in order to reduce HAP expenses to a sustainable amount the PHA will first terminate assistance of those families consisting of one or more single (not married) non-elderly, non-disabled persons with no dependent children in the household. Dependent children for this purpose will be those family members that can be claimed as a dependent by a household member in accordance with the Internal Revenue Service. The order of termination will proceed starting with those who have received assistance for the longest period of time to the shortest.

The RAD PBV HAP contract will not be considered for termination as a result of insufficient program funding.

The PHA may also refuse, because of insufficient funding, to allow a family to port out to a jurisdiction where the receiving PHA has a payment standard greater than Nacogdoches Housing Authority and will not absorb the family.

#### ***20.1.5. Other Considerations.***

Income limits are not a consideration for termination of assistance once the family is under lease and contract and already “on the program.”

If the family does not sign a new lease and other lease-up documents, the lease does not become effective until the documents are signed. Assistance will stop at the old unit if the tenant is not living in the unit or the lease has been terminated. Assistance will not start in the new unit prior to the execution of the new lease by the family and owner.

If a HAP Contract termination is necessary, or tenant assistance is terminated or, if the tenant requests to go off the program (in writing) or assistance is denied in accordance with the termination of assistance procedures (notice of informal hearing required), tenants and owners will be notified of termination of assistance.

If the PHA refuses to issue a Voucher, the tenant will be notified in writing and offered an opportunity for an informal hearing (and hold the hearing if requested) prior to the termination of assistance.

If the PHA refuses to issue a new Voucher to a tenant who wants to move, the tenant may elect to continue in the same unit under assistance, if there has been no notice given to the owner by the tenant or if the owner is willing to disregard the notice.

In any case where the PHA decides to terminate assistance to the family, the PHA must give the family written termination notice which states:

The reasons for the termination;

The effective date of the termination;

The household’s right to request an informal hearing and instructions on how to obtain the hearing

#### ***20.2. Zero Assistance Tenants***

Zero assistance tenants may remain on the program for 180 calendar days from the last housing assistance payment to the landlord on their behalf, then the HAP contract automatically terminates.

If the family's Total Tenant Payment is sufficient to pay the full gross rent and 180 days has elapsed since the PHA's last HAP payment was made, the family's assistance is terminated.

If the owner wants a reasonable rent increase during the 180 days and the rent increase would cause the PHA to resume HAP payments, or if at reexamination time, the tenant had a loss of income and there would be a HAP payment, the payments would be resumed.

If payments are resumed, a Notice would be sent out, listing the new amounts.

When the 180 days have been reached, the owner should be notified of the termination of the HAP Contract, in accordance with his HAP Contract. The termination of the HAP Contract is after the 180 day period has been reached, not the reexamination date.

The tenant will be notified of their rights to remain on the program at zero assistance during the 180 day period.

Also, if the tenant wants to move to another unit during this period, the PHA would not execute a new HAP Contract for the new unit at zero assistance. If there would be assistance (because of a higher rent, for example), the PHA could execute a new HAP Contract.

If they move to another unit, the zero assistance provisions are no longer in effect, because a HAP is being paid on the new unit.

### **20.3. Violence Against Women Act Provisions**

Persons who qualify based on Section 28.3, may have other protections related to termination of program assistance.

## **21. COMPLAINTS AND APPEALS**

The PHA responds promptly to complaints by families or owners and investigates. Each complaint regarding physical condition of the units may be reported by phone to the Housing Inspector. Anonymous complaints are checked whenever possible.

### **21.1. Appeals By Applicants / Informal Reviews**

Appeals by applicants concerning the PHA determination denying assistance (including denying listing on the waiting list and participation in the program for issuance of a Voucher) are handled by Informal Review as outlined in 24 CFR 982.554.

Request for a Review must be made in writing within (14) calendar days of the date of the written notification of denial of assistance.

The Informal Review shall be scheduled within 10 calendar days of the receipt of a request and shall be conducted by a Reviewing Officer who is neither the person who made or approved of the decision under review or a subordinate of such person.

Typically, the Reviewing Officer will be selected from the PHA staff whose duties are segregated from the Voucher program such as the Housing Manager. In some cases where there is no staff person who can review objectively, the Reviewing Officer will be selected outside the PHA by the Executive Director or Housing Coordinator.

Before the Informal Review, the applicant has the right to review and copy any document to be used by the Housing Authority in support of the denial. The applicant may not remove original documents from the Housing Authority office. Copies requested will be made by the Housing Authority staff without charge up to 25 pages and at a rate of 15 cents per page there-after.



It is to the applicant's advantage to review and / or copy those documents so that they can gather evidence to the contrary before the Informal Review.

The decision by the Reviewing Officer will be based on the preponderance of evidence presented at the Informal Review and will be a determination as to whether the Housing Authority decision denying assistance is in accordance with the law, HUD regulations, and Housing Authority policies.

At the Informal Review, the applicant will be given the opportunity to present oral and written objections to the decision in question and to present third party testimony and documentation contrary to that decision.

In order for a denial of assistance to be reversed, the applicant must provide the preponderance of evidence that the decision to deny was based upon erroneous information, or was not in accordance with law, HUD regulations, and Housing Authority policies.

It is to the applicant's advantage to include documentation or testimony from others in presenting their evidence because the Housing Authority will generally be relying upon third party documentation. So an applicant's simple oral argument when reviewed against the Housing Authority's third party documentation may not be sufficient to reverse a denial.

A notice of the Review Findings shall be provided in writing within 10 calendar days of the review to the applicant and shall include a brief explanation of the reasons for the final decision.

Once an applicant has been given an Informal Review and if the denial is upheld, the applicant is not entitled to another Informal Review until after the term of denial has passed.

The applicant will be informed of the term of denial during the Informal Review and in writing.

### ***Restrictions on assistance for noncitizens***

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

## **21.2. Appeals By Participants / Informal Hearings**

Appeals by participants of the PHA's Housing Choice Voucher Program shall be handled as outlined in 24 CFR 982.555 by Informal Hearings.

All requests for Informal Hearings must be made in writing within (14) calendar days from the date of the PHA's written notification of a determination:

- (1) of the family's annual adjusted income, and use of such income to compute the housing assistance payments.
- (2) of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA Utility Allowance Schedule.
- (3) of the family unit size under the PHA subsidy standard.
- (4) to terminate assistance for a participant family's action or failure to act.
- (5) to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under these policies and HUD rules.

The Hearing Officer shall conduct the Informal Hearings. If available, the Hearing Officer will be an impartial person not employed by the PHA selected by the Executive Director or Housing Coordinator. However, the Hearing Officer may be selected from the PHA staff whose duties are segregated from the Voucher program such as a property manager.

Attempts will be made to schedule the Hearing within ten calendar days of the request. The family may examine and copy any documents directly related to the hearing. Copies requested will be made by the Housing Authority staff without charge up to 25 pages and at a rate of 15 cents per page there-after. If the PHA does not make a document available to the family, the PHA may not rely on the document at the hearing.

The PHA may request and must be given the opportunity to examine at the PHA office before the hearing any family documents that are directly relevant to the hearing. The PHA must be allowed to copy the documents at PHA expense. If the family does not make a document available for examination on request by the PHA, the family may not rely on the document at the hearing. A lawyer or other person may represent the family (at their expense).

The Hearing Office will regulate the conduct of the hearing in an informal fashion. The PHA will present evidence and or witnesses to support the determination and then the family may question any witnesses of the PHA. The family will then present evidence and or witnesses and the PHA may question the family's witnesses if any. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The decision by the Hearing Officer will be based on the preponderance of evidence presented at the Hearing and will be a determination as to whether the PHA decisions relating to the circumstances precipitating the Hearing are in accordance with the law, HUD regulations, and PHA policies.

A notice of the Hearing Findings shall be provided in writing within 10 days of the hearing to the participant and shall include a brief explanation of the reasons for the final decision.

The PHA shall promptly send a letter to the participant if it determines the PHA is NOT bound by the Hearing Officer's determination. The letter shall include the PHA's reasons for this decision.

If the Hearing Officer decision is to terminate or not terminate assistance based on the outcome of a future court case, then no other hearing will be allowed after the court case if the termination occurs as a result. No other hearing is allowed even if the court case referenced in the hearing is several months or longer from the hearing or the outcome of the case is discovered several months or longer after the hearing.

### ***Restrictions on assistance for noncitizens***

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

## **22. MISSED APPOINTMENTS**

### **22.1. Applicants**

If an applicant can't make an appointment, they must contact the PHA to re-schedule the appointment within the time frame on the notice of appointment. If they contact the PHA to re-schedule the second appointment, only unanticipated work, unanticipated school, medical, or emergency related reasons will be used to schedule a final appointment. An applicant who fails to keep an appointment without notifying the PHA shall be assumed to no longer be interested and their application will become inactive. If within 15 calendar days of the missed appointment the applicant produces evidence that they missed the appointment for reasons beyond their control the Executive Director, Deputy Director, or Housing Coordinator may decide to allow them to continue the application process. The PHA will not be responsible for mail not received by applicants unless the mail is returned to the PHA because the PHA did not address the mail properly and the PHA had a correct address provided to the PHA by the applicant at the time the mail was sent.

## 22.2. Participants

A participant who fails to keep an appointment without notifying the PHA shall be sent a notice of denial or termination of assistance for failure to supply such certification, release, information or documentation as the PHA or HUD determines to be necessary (or failure to allow the PHA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

- Bringing in Verification Information Requested
- Voucher Briefing
- Housing Quality Standards Inspection
- Annual Reexamination
- Required Interim Reexamination

If the participant can't make the appointment, they must contact the PHA to re-schedule the appointment within the time frame on the notice of appointment. Only unanticipated work, unanticipated school, medical, or emergency related reasons will be used to re-schedule an appointment. The participant will be warned that if s/he misses the second appointment they will be denied assistance or terminated from the program. The participant will be given an opportunity for an informal hearing.

If the participant appeals a denial or termination letter for missed second appointment, an informal hearing must be scheduled. At that hearing, the participant must submit acceptable documentation or evidence showing why s/he could not appear for the second appointment. If the documentation/evidence shows that the applicant or tenant could not have reasonably been expected to attend, another appointment should be scheduled.

No more than three appointments will be granted.

If the missed appointment results in a termination of assistance, the termination will be effective upon the first of the second month following the missed appointment (30+ day notice).

## 23. REPAYMENT AGREEMENTS

Repayment Agreement and Promissory Note are synonymous terms.

Repayment Agreements may be executed with families who owe the PHA money for overpayment of housing assistance or utility payments as a result of not reporting changes in family circumstances, when required, in a timely manner. The tenant is usually allowed to enter into a Repayment Agreement to pay the PHA back over a period of time.

There is no dollar amount limit for repayment. If the tenant enters into a Repayment Agreement and does not pay, the termination of assistance procedures identified in this document go into effect.

If the family starts paying on their Repayment Agreement and then stops paying on their Repayment Agreement, the family will be under the termination of assistance procedures above.

The PHA may deny the family issuance of a new Voucher to move to another dwelling unit if the family has an outstanding debt whether or not a repayment agreement is in effect.

Families who have an executed Repayment Agreement must pay their outstanding balance prior to the issuance of a Voucher or execution of a HAP Contract.

The PHA will not execute repayment agreements for amounts due from damage claims, vacancy losses and unpaid rent claims paid to past landlords on behalf of the family by the PHA. However, the family

must repay any of those amounts owed before a voucher will be issued to move or a new HAP contract executed.

The PHA will not execute repayment agreements with applicants. Amounts owed to the PHA by applicants must be paid in full before the applicant is eligible to be placed on the waiting list.

## **24. SUPERVISORY QUALITY CONTROL REVIEWS**

PHA's quality control sample means an annual sample of files or records drawn in an unbiased manner and reviewed by a PHA supervisor (or by another qualified person other than the person who performed the original work) to determine if the work documented in the files or records conforms to program requirements.

### **24.1. Selection From Waiting List Review**

The "Selection from waiting list" review will be done in March of each year. The Housing Coordinator or another qualified person other than the person who performed the original work will pull a random sample of those applicants who were issued Vouchers or denied Voucher assistance during the previous 12 months. The sample size will be determined by the number of applicants assisted and denied during that 12 month period and will not be less than the number required by the HUD Section Eight Management Assessment Program (SEMAP) procedures

### **24.2. Rent Reasonable / Adjusted Income / HQS Enforcement Review**

The sample size for this review will be determined by the number of participants assisted and will not be less than the number required by the HUD Section Eight Management Assessment Program (SEMAP) procedures. Files from each case manager will be randomly selected in March each year. The Housing Coordinator or another qualified person other than the person who performed the original work will perform a supervisory review for rent reasonable determinations, determination of adjusted income, and HQS enforcement.

### **24.3. HQS Inspections Review**

A qualified person other than the person who performed the original work will perform from two to four HQS inspections each month. The units inspected will be randomly selected from those recently inspected (preferably on the same day) by each HQS inspector. The total SEMAP review inspections will be at least 24 per year.

## **25. OPERATING RESERVE EXPENDITURES**

Without prior approval of the Board of Commissioners, no expenditures may be made from the Operating Reserve for other housing purposes if said expenditures would result in an Operating Reserve that is less than three months operating expenditures for administrative costs.

The PHA Board, as part of its approval, must make an affirmative determination that the expenditures are necessary and reasonable for other housing purposes consistent with the PHA's authorities under State and local law.

## **26. HOMEOWNERSHIP OPTION**

### **26.1. Additional Requirements For Participation**

In addition to the HUD regulatory requirements for participation in the homeownership option under the housing choice voucher program, the PHA has the following requirements before any homeownership payments can begin.

A family must be current participants in the Housing Choice Voucher program, have fulfilled the obligations of their first lease under the program, and also fulfill the obligations of their current lease or have the landlord agree to a termination of the lease for the benefit of the family. Or the family must be a current Public Housing resident having fulfilled all obligations of their lease for at least 12 months.

The family may be participants in the PHA jurisdiction or be participants porting in from another jurisdiction. Families on waiting lists must become participants under lease and HAP contract before becoming eligible to apply for the homeownership option.

### **26.2. Maximum Times To Locate And Purchase**

Families who are continually receiving rental assistance within our jurisdiction or living in our Public Housing have no time limits to locate and purchase a home. However for Public Housing residents there must be sufficient Section 8 funding available to transfer them to that program at the time they locate the home to purchase. A portable family that has not leased within our jurisdiction and is seeking a house to purchase under the homeownership option must locate and purchase a home within 120 days from the date that assistance payments for the purchase can begin.

### **26.3. Issuing Rental Voucher If No Suitable House Found**

Since the homeownership option is limited to families already receiving assistance there will not likely be a need to issue a voucher to a family who does not find a suitable home to buy. The family will most likely continue receiving rental assistance under their current lease and HAP contract or Public Housing lease. However, if the Section 8 family needs to move before finding a home to buy and requests a voucher, one will be issued as long as the family is still eligible under the rental voucher program. Also, a portable family that has not leased within our jurisdiction and is seeking a house to purchase under the homeownership option may also request and receive a rental voucher if eligible under the rental voucher program.

### **26.4. Minimum Cash Down Payment Or Equity Requirement**

The PHA establishes no minimum cash down payment or equity requirements.

### **26.5. Financing Requirements**

Financing for purchase of a home under our Housing Choice Voucher homeownership program will: be provided, insured or guaranteed by the state or Federal government; or comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.

### **26.6. Requirements For Continuation Of Assistance**

In addition to what is required under HUD regulation and except for those requirements that are specific to a lease or housing quality standards, the PHA requires the family to meet the same obligations for continued assistance under the homeownership option as is required by those families

receiving rental assistance and delineated elsewhere in this administrative plan. However, if after six months of zero assistance income of the family is reduced such that default on the mortgage is likely, assistance can resume for the homeownership family.

## **26.7. Allowable Homeownership Expenses**

- (1) Homeownership expenses may only include amounts allowed by the PHA to cover:
  - (i) Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
  - (ii) Real estate taxes and public assessments on the home
  - (iii) Home insurance;
  - (iv) The PHA allowance for maintenance expenses which will be 3% of the HUD published fair market rent (FMR), not including exception FMRs, in effect and will be adjusted as the FMR is adjusted.;
  - (v) The PHA allowance for costs of major repairs and replacements which will be 6% of the HUD published fair market rent (FMR), not including exception FMRs, in effect and will be adjusted as the FMR is adjusted.;
  - (vi) The PHA utility allowance for the home; and
  - (vii) Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- (2) Homeownership expenses for a cooperative member may only include amounts allowed by the PHA to cover:
  - (i) The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
  - (ii) Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
  - (iii) Home insurance;
  - (iv) The PHA allowance for maintenance expenses which will be 3% of the HUD published fair market rent (FMR), not including exception FMRs, in effect and will be adjusted as the FMR is adjusted.;
  - (v) The PHA allowance for costs of major repairs and replacements which will be 6% of the HUD published fair market rent (FMR), not including exception FMRs, in effect and will be adjusted as the FMR is adjusted.;
  - (vi) The PHA utility allowance for the home; and
  - (vii) Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as

homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

- (3) If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

## **26.8. Additional Discretionary Policies**

- (1) The family may move with continued assistance only once during any 12-month period.
- (2) In considering the requirement for 12 months of continuous employment the PHA will not allow breaks in employment. Changes in employer will be allowed only when the new employment has been secured before or on the next day after the termination of the previous employment. Self-employment in a business will be allowed in this consideration as long as the net income from the business equals or is greater than 30 hours per week multiplied by the Federal minimum wage multiplied by the number of weeks the self-employment is being counted towards the 12 months of continuous employment.

## **27. RAD PROJECT-BASED VOUCHERS**

PHA will not administer Project-based vouchers (PBV) except for those associated with public housing units converted under the Rental Assistance Demonstration (RAD). PHA will administer the RAD program in conformance with HUD Notice PIH-2012-32 (HA), REV-2 and any subsequent guidance provided by HUD. The policies where PHA has discretion in implementation of the program are laid out in this section. In all other ways, the program will be administered in accordance with the PBV regulations at 24CFR983 unless HUD provides explicit guidance indicating variances. All requirements of tenants in this administrative plan for the tenant based voucher program will apply to the RAD project-based voucher tenants except for those that may be in conflict with the policies in this section which will prevail.

### **27.1. Eligibility**

Existing public housing residents will not be subject to income limit eligibility determination upon conversion to RAD. Upon unit turnover, eligibility for the RAD PBV units will have an income limit of 50% of the Area Median Income and Section 5 of this plan will apply.

### **27.2. Overcrowded, Under-Occupied, And Accessible Units**

The Subsidy Standards under Section 8.1 of this plan apply to the RAD project-based vouchers. Based on those standards the PHA may determine that a family is inappropriately housed by occupying a wrong-sized unit or the family may occupy a unit with accessibility features that they do not need but are needed by another family.

Under or over housed families will be required to move into appropriately sized PBV units in the RAD project. Once the unit turns over, it must be leased to an appropriately sized family.

If a family is in a unit with accessibility features that they do not need and there is a current or waiting list family that needs the accessibility features, the inappropriately housed family will be required to move into an appropriately sized non-accessible unit or be offered a voucher for the HCV program if a non-accessible unit is not available. They may stay in the accessible unit until it is needed.

Within 30 days from the PHA's determination that the inappropriately housed family will be required to move into an appropriately sized non-accessible unit, the PHA will notify the family of this

determination; and within 60 days from the PHA's determination, the family will be offered continued housing assistance.

If the PHA offers the family an appropriate PBV RAD rental unit or a voucher for the Housing Choice Voucher (HCV) program and the family refuses to transfer within 60 days of the offer, the PHA must terminate the project-based rental assistance payments for the wrong-sized or accessible unit. The family will then be responsible for the full amount of rent and may be subject to eviction.

Transfers of a current resident needing an accessible unit or to correct over or under housed situations will take precedent over selection from the waiting list.

### **27.3. Family Right To Move**

- (1) The family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease.
- (2) If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.
- (3) Before providing notice to terminate the lease under paragraph (1) of this section, a family must contact the PHA to request comparable tenant-based rental assistance if the family wishes to move with continued assistance.
- (4) If a voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a Project-based unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based rental assistance. A priority waiting list of these families based on the date the family requested the tenant based assistance will be established if needed.
- (5) If a family who has requested tenant-based assistance moves from the PBV program in good standing before assistance is available, they can remain on the priority waiting list, but must be re-determined eligible for the tenant based assistance when available.
- (6) If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.
- (7) The PHA will not provide a voucher for the family to move unless they are currently in good standing under the PBV lease.

### **27.4. Vacancy Payments**

- (1) Payment for move-out month. If an assisted family moves out of the unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out (move-out month). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.
- (2) The HAP contract may provide for vacancy payments to the owner (in the amounts determined in accordance with paragraph (3) of this section) for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- (3) The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available



from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.

- (4) The PHA may make vacancy payments to the owner only if:
  - (i) The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and containing the date when the family moved out (to the best of the owner's knowledge and belief);
  - (iii) The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
  - (iv) The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
  - (v) The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- (5) The owner must submit a request for vacancy payments in writing within 60 days of the vacancy and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

## **27.5. Resident Procedural Rights**

The following items must be incorporated into the owner's lease, which includes the required tenancy addendum, as appropriate.

### **27.5.1. *Termination Notification***

In addition to the regulations at 24 CFR § 983.257, related to owner termination of tenancy and eviction, the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

1. A reasonable period of time, but not to exceed 30 days:
  - If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction;
2. Not less than 30 days in the case of nonpayment of rent and in conformance with 24 CFR part 247; and
3. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

### **27.5.2. *Grievance Process***

For issues related to tenancy and termination of assistance, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will waive 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

1. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi), an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a PHA (as owner) action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

- For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program.
  - For any additional hearings required under RAD, the PHA (as owner) will perform the hearing.
2. An informal hearing will not be required for class grievances or to disputes between residents not involving the PHA (as owner) or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA (as owner) or contract administrator.
  3. The PHA (as owner) give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
  4. The PHA (as owner) provides opportunity for an informal hearing before an eviction.

### **27.5.3. *Renewal of Lease***

Owner must renew the lease upon lease expiration, unless cause exists.

### **27.6. Income-Mixing Under RAD PBV HAP Contract**

Since all the PHA public housing units being converted under RAD meet the definition of being in a single-family building, the income-mixing requirement at 24 CFR 983.56(a) is not applicable and there will be no need for qualified families receiving supportive services.

### **27.7. Right to Return**

Although the PHA does not anticipate the need for relocation of any families during the RAD rehabilitation and conversion period, any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Residents of a development undergoing conversion of assistance may voluntarily accept a PHA or Owner's offer to permanently relocate to another assisted unit, and thereby waive their right to return to the development after rehabilitation or construction is completed.

### **27.8. Phase-in of Tenant Rent Increases**

If a tenant's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 years as follows:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or Flat Rent and the standard TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP
- Year 3: Year 3 AR and all subsequent re-certifications – Full standard TTP

*Please Note:* Once the standard TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward.

## **27.9. Elimination of Earned Income Disregard (EID)**

Effective December 31, 2023, PHAs must cease enrolling families into the Earned Income Disregard (EID) (24 CFR 5.611). EID will not apply to any family that was not eligible for and already participating in the disregard as of December 31, 2023. Although HOTMA eliminates the EID from HUD regulations, families who were receiving the full EID benefits as of December 31, 2023 may continue to receive the full benefit until the remaining timeframe for an individual family's EID expires. Because the EID lasts up to 24 consecutive months, no family will still be receiving the EID benefit after December 31, 2025.

## **27.10. RAD PBV Waiting List**

The RAD PBV waiting lists will be separate from the Housing Choice Voucher tenant based list. There may be separate waiting lists by bedroom size as needed. With the exception of references to voucher issuance, the policies in Section 6 of this plan will generally be followed; however any policies in this Section 27.10 will prevail for the RAD PBV program.

When there are insufficient applicants on the waiting list for a particular bedroom size or accessible unit to readily fill those units, the PHA may open application intake in accordance with Section 6.2 of this plan for the needed bedroom size, elderly/disabled designated units, or accessible units, or for all units if deemed expedient. It will remain open for a period of time necessary to gather an adequate number of applications.

Only applications from families that would qualify for the bedroom size, elderly/disabled designation, or accessible units will be accepted if only those unit designations are needed.

The applications will be selected for processing by date and time of application submission and any local preferences from the waiting list that was created from their intake period and the bedroom size as determined by the subsidy standards in Section 27.11 of this plan.

If only a specified unit designation waiting list was opened and the applicant's family composition or circumstances change such that the family no longer qualifies for the bedroom size, elderly/disabled designation or accessible unit that they had applied for, they will be removed from the wait list with an opportunity for an informal review under Section 21.1.

If an applicant refuses an offer of a PBV unit, unless they refused the offer because the unit does not have accessibility features needed for a disabled or handicapped family member, they will be removed from the PBV waiting list with an opportunity for an informal review under Section 21.1. They may remain on the tenant-based voucher waiting list if applicable.

If an applicant is accepted into the tenant-based HCV program and their name is on the PBV waitlist, the applicant may remain on the PBV waitlist.

An applicant family on the HCV waitlist, who comes to the top of the PBV list and moves into a PBV unit, will be removed from the HCV waitlist if they come to the top of that list.

This is because they must fulfill a one-year lease and then, if they are in good standing and want to move with a voucher, they will be given the first available voucher.

A person that has been issued a voucher or is a HCV participant and they come to the top of the PBV list may be allowed to move into the PBV unit, but gives up the voucher and the HCV participation for the same reason as above.

## **27.11. RAD PBV Subsidy Standards**

It is not our intention to determine which family members may share a bedroom, however unit size will generally be assigned as 2 persons to each bedroom or as follows:

- Sufficient bedroom size so that family members of opposite sex, except spouses or significant others will not be required to share a bedroom.

- Sufficient bedroom size to allow for a separate bedroom for a PHA approved live-in aide.
- Sufficient bedroom size, as determined by verified medical reasons that may require a family member to have a separate bedroom.
- Sufficient bedroom size to not require adults other than spouses or significant others, to share a bedroom.
- Sufficient bedroom size to not require two family members whose age difference is greater than five years, other than spouses or significant others, to share a bedroom.
- Sufficient bedroom size not to require the living room to be used for sleeping purposes.

The property manager may assign larger bedroom size units for other documented and verified circumstances regarding, age, sex, or handicap as needed and requested by the family.

## **27.12. Tenant Screening**

There will be no screening of current Public Housing residents for the conversion to RAD.

PHA as contract administrator will follow Section 5.10 of this plan for applicants to the RAD PBV program. The Nacogdoches Housing Authority as Management Agent for the RAD units will follow its Tenant Selection and Occupancy Plan for screening prospective tenants. Any family that does not meet the RAD PBV screening will be removed from the PBV waiting list with an opportunity for informal review under Section 21.1, but may remain on the tenant based voucher waiting list if applicable.

### ***27.12.1. Providing tenant information to owner or manager.***

The PHA must give the owner or manager:

The family's current and prior address (as shown in the PHA records); and

The name and address (if known to the PHA) of the landlord at the family's current and any prior address.

When a family wants to lease a dwelling unit, the PHA may offer the owner or manager other information in the PHA possession about the family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members.

The PHA must give the family a description of the PHA policy on providing information to owners or managers.

The PHA will give the same types of information to all owners or managers.

## **27.13. RAD Pre-Lease Briefing**

When a family accepts an offer of PBV assistance, the PHA will provide an oral briefing that meets the requirements of 24CFR§983.252.

All tenants are required to sign Form HUD-52578b, Section 8 Project-Based Voucher Program Statement of Family Responsibility. This form must be signed by the family prior to occupancy of a PBV-assisted unit.

## **27.14. When Total Tenant Payment Exceeds Gross Rent**

Under normal PBV rules, the PHA may only select an occupied unit to be included under the PBV HAP contract if the unit's occupants are eligible for housing assistance payments. Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit. However, for residents living in the public housing property prior to conversion to RAD, HUD waives these provisions of the rules. The unit for such families must be placed on and/or remain under the HAP contract and the rent to owner for the unit must equal the family's TTP until such time

that the family is eligible for a housing assistance payment. In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract. Assistance may subsequently be reinstated if the tenant becomes eligible for assistance. The PHA is required to process these individuals through the Form- 50058 submodule in PIC. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing an alternative requirement that the PHA must reinstate the unit after the family has vacated the property.

## **28. VIOLENCE AGAINST WOMEN ACT (VAWA) PROVISIONS**

### **28.1. Purpose And Applicability**

The purpose of this policy is to implement the requirements of the Violence Against Women Act (VAWA) with respect to the responsibilities of the PHA regarding domestic violence, dating violence, sexual assault and stalking. This policy shall be applicable to all of the federally-subsidized housing programs administered by the PHA. Protections under this policy are available to all victims regardless of sex, gender identity, or sexual orientation and will be applied consistent with all nondiscrimination and fair housing requirements.

### **28.2. Goals And Objectives**

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA.
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault and stalking.
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault and stalking.
- D. Creating and maintaining collaborative arrangements between the PHA, law enforcement authorities, victim service providers and others to promote the safety and well-being of victims of actual or threatened domestic violence, dating violence, sexual assault and stalking.
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault and stalking affecting individuals assisted by the PHA.

### **28.3. Definitions**

- A. Domestic Violence - includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child, by a person who is living with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- B. Spouse or Intimate Partner - includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
- C. Dating Violence - violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is

determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

- D. Sexual Assault - is any type of sexual contact or behavior that occurs without the explicit consent of the recipient, including when the individual lacks capacity to consent.
- E. Stalking - engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's individual safety or the safety of others, or suffer substantial emotional distress.
- F. Affiliated individual - with respect to an individual, means
  - 1) a spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
  - 2) any other person living in the household of that individual.
- G. Perpetrator - a person who commits acts of domestic violence, dating violence, sexual assault, or stalking against a victim.
- H. VAWA Self Petitioner - refers to noncitizens who claim to be victims of "battery or extreme cruelty." Battery or extreme cruelty includes domestic violence, dating violence, sexual assault, and stalking. VAWA allows these noncitizens to self-petition for Lawful Permanent Resident (LPR) status without the cooperation of or knowledge of their abusive relative.

#### **28.4. Notifications Provided**

- A. All applicants and tenants of all PHA Housing Programs will be provided HUD-5380, "Notification of Occupancy Rights Under the Violence Against Women Act (VAWA)" and HUD-5382, "Certification of Domestic Violence, Dating violence, Sexual Assault, or Stalking and Alternate Documents" at the following times:
  - 1) at time of denial of assistance or admission
  - 2) at time of providing of assistance or admission
  - 3) at any eviction or termination
  - 4) at recertification or lease renewal
- B. These forms will be provided in the applicable language, if necessary, in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency).

#### **28.5. Admissions And Screening**

- A. Non-Denial of Assistance - The PHA will not deny assistance or admission to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, provided that such person is otherwise qualified for admission.
- B. Mitigation of Disqualifying Information.
  - 1) An applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, may request that the PHA take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling.
  - 2) If requested by an applicant to take such mitigating information into account, the PHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information.

- 3) The PHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

## **28.6. Termination Of Tenancy Or Assistance**

### **A. VAWA Protections**

- 1) A tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
  - a. the criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant and
  - b. the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.
- 2) An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be considered as a serious or repeated violation of the lease by the victim or threatened victim or good cause for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such incident.

### **B. Limitations of VAWA Protections**

- 1) Nothing in the above section limits the authority of the PHA to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking, or the distribution or possession of property among members of a household.
- 2) Nothing in the above section limits any available authority of the PHA to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking. However, the PHA will not hold to a more demanding standard, a tenant or an affiliated individual who is or has been a victim of or domestic violence, dating violence, sexual assault, or stalking.
- 3) Nothing in the above section limits the authority of the PHA to evict or terminate from assistance any tenant or lawful applicant if:
  - a. PHA can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from the assistance, and
  - b. no other actions that could be taken to reduce the threat have been successful, including transferring the victim to a different unit, barring the perpetrator from the property, involving law enforcement, or seeking other legal remedies to prevent the perpetrator from acting on a threat.

## **28.7. Verification Of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking**

- A. Requirement for Verification. Subject only to waiver as provided in paragraph D below, the PHA shall require verification in all cases where an individual requests protection against an action involving domestic violence, dating violence, sexual assault, or stalking. Verification may be accomplished in one of three ways:

- 1) Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking"
- 2) Other documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought

assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this policy.

- 3) Police or court record - provided to the PHA by federal, state, tribal, or local police or court record describing the incident or incidents in question.
- B. Time Allowed. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by the PHA to provide verification, must provide such verification within 14 business days after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
- C. If the PHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the PHA has the right to request that the tenant provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. Failure to provide third-party documentation where there is conflicting evidence will result in loss of protection under VAWA and this policy against a proposed adverse action.
- D. Waiver of verification requirement. With respect to any specific case, the PHA may waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

## **28.8. Non-Citizen Self-Petitioner Verification**

- A. Financial assistance to ineligible noncitizens will not be denied while verifying immigration status.
- B. Self-petitioners can indicate that they are in "satisfactory immigration status" when applying for assistance or continued assistance. "Satisfactory immigration status" means an immigration status which does not make the individual ineligible for financial assistance. After verifying such immigration status in the Department of Homeland Security (DHS) Systematic Alien Verification for Entitlements (SAVE) System, PHAs will make a final determination as to the self-petitioner's eligibility for assistance.
- C. In order to qualify, the noncitizen victim must have been battered or subjected to extreme cruelty by their spouse or parent, who is a U.S. citizen or LPR (Lawfully Permanent Resident).
- D. Once a PHA receives a self-petition (INS Form I-360 or I-130) or INS Form 797, PHA will not request any additional information from the VAWA self-petitioner, other than what is required using the SAVE system to complete the verification.
- E. When a PHA receives a self-petition or INS Form 797 Notice of Action, the PHA will initiate verification in the SAVE System.
- F. Final determination from the SAVE System. PHA will receive one of two confirmations:



- 1) the VAWA self-petition is verified, in which case the applicant is immediately eligible for housing and no evidence of battery or extreme cruelty shall be requested or collected;
  - 2) the I-130 is verified, in which case the petitioner submitting a family-based visa petition must provide to the PHA any evidence of “battery or extreme cruelty.”
- G. Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of LPR (Lawful Permanent Resident) status is made. If the final determination is to deny the VAWA self-petition or LPR petition, the PHA must alert the petitioner and take actions to terminate voucher assistance.

## **28.9. Emergency Transfer Plan**

- A. Eligibility for Transfer - In accordance with the Violence Against Women Act (VAWA) the PHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit, regardless of sex, gender identity, or sexual orientation. The ability of the PHA to honor such request for tenants currently receiving assistance may depend upon:
- 1) a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and
  - 2) on whether the PHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.
- B. Requesting a transfer:
- 1) To request an emergency transfer the tenant shall notify the PHA office and submit a written request for a transfer (HUD-5383). The PHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:
    - a. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the PHA’s program; or
  - 2) A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant’s request for an emergency transfer.
  - 3) The PHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, the PHA will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.
  - 4) If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit.
  - 5) If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The PHA may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.
  - 6) In cases where the PHA determines that the family’s decision to move out of the PHA housing was reasonable under the circumstances, the PHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
  - 7) Portability - An HCV-assisted tenant will not be denied portability to a unit located in another jurisdiction so long as the tenant has complied with all other requirements of the Housing Choice Voucher program and has moved from the unit in order to protect the

health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

- 8) If the PHA has no safe and available units for which a tenant who needs an emergency is eligible, the PHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move.
- 9) At the tenant's request, the PHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking such as The Family Crisis Center of East Texas 1-800-828-7233.

#### C. Safety and Security of Tenants

- 1) Confidentiality - The PHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the PHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault or stalking against the tenant.
- 2) Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.
- 3) Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).
- 4) Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.
- 5) Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

## 28.10. Other Remedies

#### A. Lease Bifurcation

- 1) the PHA may bifurcate a lease; that is, remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to that member who engages in criminal activity related to of domestic violence, dating violence, sexual assault, or stalking. In such a case, it does not matter that the perpetrator was a signatory to the lease and the victim is allowed to stay in the unit or on the program.
- 2) In removing the perpetrator from the household, the PHA will follow all federal, state and local eviction procedures.
- 3) If the evicted person was the eligible person in the household, the remaining tenants will be given 90 days from the date of bifurcation of the lease to:
  - a. establish eligibility for the program they are currently under
  - b. establish eligibility under another program, or

- c. find alternative housing.
- B. Efforts to promote housing stability: - The PHA will make every effort that is feasible and permissible to assist victims to remain in their units or other units of the PHA and/or retain assistance. The PHA will bear the cost of any transfer, where permissible.
- C. Relationships with service providers: - It is the policy of the PHA to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If the PHA becomes aware that an individual assisted by the PHA is a victim of domestic violence, dating violence, sexual assault or stalking, the PHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring the PHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. The PHA's annual Public Housing Agency Plan shall describe providers of shelter or services to victims of domestic violence with which the PHA has referral or other cooperative relationships.

## **29. EMERGENCY VOUCHERS**

In accordance with Notice PIH-2022-29 (HA) and the Consolidated Appropriations Act 2022 (P.L. 117-103), the Nacogdoches Housing Authority will administer the Emergency Vouchers as per Notice PIH-2022-29 (HA) and per the duration as such Vouchers are allocated to our agency. The Emergency Vouchers are to be used to provide housing assistance for victims of domestic violence, or individuals and families who are homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), or at risk of homelessness, as defined in section 401(1) of such Act (42 U.S.C. 11360(1)).

### **29.1 Eligibility**

- A. Recipients of the Emergency Vouchers will be subject to all program eligibility criteria of the Housing Choice Voucher Program.
- B. Applications for Emergency Vouchers will only be given to families in need through a referral from an agency or program that provides services for the homeless, homelessness prevention services, victims of domestic violence, agencies that handle foster care or other agencies that accept applications for financial assistance intended to increase housing stability. These agencies will already have assessed the family's need and will be able to make the best recommendations for applicants.

### **29.2. Order of Assistance**

- A. Applicants will be prioritized based on need.  
Priority will be given to:
  - 1.) families who have recently experienced forced relocation,
  - 2.) families with children or disabled family members,
  - 3.) families with income below 30 percent of the area median income

### **29.3. Use of Emergency Vouchers**

Emergency Voucher recipients must use their Voucher in Nacogdoches County for their first year of participation. After that time, the Voucher recipient would be eligible to port to another housing authority if other all portability requirements are met as set forth in this Administrative Plan. At first annual recertification, the Emergency Voucher will convert to a regular Housing Choice Voucher and the Emergency Voucher will become available for another family as long as Emergency Vouchers are allocated to the Nacogdoches Housing Authority.