

- the owner and/or participant do not provide all HA required information within the requested time frames.
- the participant does not take occupancy of the unit within 60 days from the date the inspection has passed, and/or
- the unit fails initial inspection after previously being an assisted unit and the contract was terminated for failing HQS.

The voucher term remains the same unless the HA approves an extension as a reasonable accommodation and reflects the extension date on the voucher and the RFTA packet.

HUD regulations prohibit the HA from approving a unit if the owner is the parent, child, grandparent, grandchild, sister, brother of any member of the tenant family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. (24 CFR 982.306 (d))

Review of the RFTA

(24 CFR 982.507 and 982.508)

HA staff will review the rent amount to ensure the rent is reasonable based upon current rents for comparable unassisted units. The voucher program file requires that the HA's system for determining comparability and reasonable rent take nine factors into consideration: location, size, type, quality and age, amenities, housing services and maintenance, and utilities provided by the owner under the lease. Also, that it is affordable as determined by HUD regulations for the family. Affordable for the family means that the family's share of the rent plus the current utility allowance cannot exceed 40 percent of the household's adjusted monthly income. If the unit does not meet the affordability criteria, the HA will attempt to negotiate the rent with the owner. If the owner does not agree on the contract rent after the HA has tried and failed to negotiate a revised rent, the HA will inform the family and owner that the RFTA is disapproved. If the voucher has not expired the HA will issue another RFTA to the family.

Owners must submit their own lease with the HUD lease addendum attached and a property management agreement (if applicable). The HA may review the lease to ensure compliance with HUD regulations, state and local laws. Responsibility for utilities, appliances and optional services must correspond to those provided on the RFTA.

If the HA determines that the RFTA cannot be approved for any reason (see above paragraph A of this section) the RFTA will be disapproved and the landlord and the family will be notified in writing.

If the HA determines that the RFTA is approvable, staff will schedule and perform the initial inspection within 7 business days from the date the RFTA is received provided the unit is ready for inspection, or within 7 days from the unit ready date. Any variance from this time frame will be documented in the family's file.

Residence Limitations

Interest in Unit: The owner may not reside in the assisted unit. The owner may reside in a unit in which a voucher family is participating in a "shared housing" type of assistance. However, the owner may not be a resident owner if the Housing Choice Voucher participant is related to the owner.

Relative Owner: The HA must not approve a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities (24 CFR 982.306 (d)).

B. INFORMATION TO OWNERS

The HA is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlords if known. The HA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The HA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. They will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

C. OWNER DISAPPROVAL

For purposes of this section, "owner" includes a principal or other interested party. The HA will disapprove the owner for the reasons stated in Chapter 16 of this Plan.

D. CONTRACT EXECUTION PROCESS

The HA prepares the Housing Assistance Payment Contract for execution. The family and the owner will execute the lease agreement, and the owner and the HA will execute the HAP Contract with the owner. Copies of the documents will be furnished to the parties who signed the respective documents.

E. CHANGE IN OWNERSHIP

The HA requires written documentation of any change in ownership. A copy of the recorded grant deed is acceptable documentation. In addition, if the new owner wants to continue receiving Housing Assistance Payments, they must sign a new HAP Contract and provide the Housing Authority signed lease and/or rental agreement.

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Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

(24 CFR 982.404)

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS inspections are required both at initial occupancy and annually during the term of the lease. HQS inspections apply to the building and premises, as well as the unit. Reasonable business hours to conduct housing inspections are between 8:00 am and 5:30 p.m.

These minimum standards may be enhanced by the HA, provided that by doing so the HA does not overly restrict the number of units available for lease under the program. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and HA requirements. This chapter describes the HA's procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

A. TYPES OF INSPECTIONS

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. All utilities and appliances must be in service before the unit will pass HQS.

There are five types of inspections the HA will perform:

1. Initial/Move-in: Conducted within 7 business days of receipt of Request for Tenancy Approval or as soon as possible from the date the unit will be ready for inspection.
2. Annual: Must be conducted within 12 months of the last inspection date.
3. Special/Complaint: At the request of an owner, family, agency or third-party.
4. Move-Out/Vacate: As a courtesy to the owner, the HA may conduct a move-out inspection at the landlord's written request, if damage is a result of the tenant not meeting their obligations and such damage would cause tenant to lose their assistance.
5. Quality Control: Quality control inspections are conducted in an amount necessary to meet HUD requirements.

B. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The HA adheres to the acceptability criteria in the program regulations and HUD Inspection Manual.

Additions to HQS:

- Modifications or adaptations to a unit must meet applicable HQS and building codes i.e., must provide copy of signed off final city building permit for additions and/or removed structures.
- All emergency systems must be operable (i.e., pull cords for elderly/disabled complexes).
- Security bars/window bars in rooms that can be used for sleeping must have a quick release mechanism. Such devices shall be releasable or removable from the inside without the use of a key, tool, special knowledge, or force greater than that which is required for normal operation of the escape and rescue opening. *The release mechanism shall be maintained operable at all times* (Chapter 3 – Building Planning of the 2010

California Residential Code, Section R310, Emergency Escape and Rescue Openings).

- Two Earthquake straps (one in the top third and one in the bottom third) are required for all hot water heaters. An exception would be in the case of electric water heaters located inside a cupboard, typically under a countertop and commonly referred to as 30 gallon stubbies (which are half the size of a normal water heater). In these instances, one earthquake strap is preferred but Plumbers tape may be used to secure the water heater.
- A functional cooling system must be in all units located east of, and including Palm Springs.
- One good screen is required on one window in each room.
- All exterior doors must have working deadbolts (inside cannot be keyed – must be keyless) and a doorknob.
- Certified Carbon Monoxide Detectors must be installed in, all dwellings (1 per floor level) having a fossil fuel burning heater or appliance (such as a gas stove, or oven, fireplace or attached garage. (SB183)

C. INSPECTIONS

24 CFR 982.405 (a)

The HA conducts an inspection in accordance with Housing Quality Standards at least annually, but no sooner than 120 days prior to the anniversary month of the contract. Special or Quality Control inspections may be scheduled between anniversary dates.

The landlord must correct HQS deficiencies that cause a unit to fail unless the fail item is one for which the participant is responsible. HAP payments will not be made on units that do not meet HQS. The family is responsible for breaches of HQS that are caused by any of the following:

- The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid for by the tenant.
- The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
- Any member of the household or guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
- The family fails to allow the HA to inspect the unit at reasonable times with reasonable notice.
- If the family does not contact the HA to reschedule the inspection (with good cause), or if the family misses one inspection appointment, the HA will consider the family to have violated a family obligation, and their assistance may be terminated in accordance with the termination procedure in this Plan.

Time Standards for Repairs

24 CFR 985.3 (f)

1. Emergency items that endanger the family's health or safety must be corrected within 24 hours of notification.
2. For non-emergency items, all repairs must be completed as specified by the HA, not to exceed 30 days.
3. For major repairs, the Housing Specialist may approve an extension beyond 30 days.

In accordance with the Notice to Repair or Certified Repair Notice, the contract will be terminated if the unit is not in compliance with HQS. If the tenant is the responsible party, a Pre-termination of Assistance Appointment letter will be sent. No payments will be made to the

owner after the contract has been terminated.

D. EMERGENCY REPAIR ITEMS

24 CFR 982.404 (a) (3) (b) (2)

The following items are considered of an emergency nature and must be corrected by the owner or participant (whoever is responsible) within 24 hours of notice by the Housing Specialist.

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical problem which could result in shock or fire
- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of at least one functioning toilet
- Any other item deemed an immediate health or safety hazard

In those cases where there is leaking gas or a potential of fire or other threat to public safety, and the responsible party cannot be contacted, the proper authorities will be notified by the HA.

E. INITIAL HQS INSPECTION

An Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS as defined by HUD regulations and this Plan.
- Determine if the Rent to Owner is reasonable and document the information to be used in that determination.

Also see Chapter 9, paragraph A, for Initial HQS inspection guidelines and timelines.

F. SPECIAL/COMPLAINT INSPECTIONS

If at any time a family, owner, agency, or third party notifies the HA that the unit does not meet Housing Quality Standards, the HA will conduct an inspection. Move-Out/Vacate: As a courtesy to the owner, the HA may conduct a move-out inspection at the landlord's written request, if damage is the result of the participant not meeting their obligations and such damage would cause participant to lose their assistance.

F. QUALITY CONTROL INSPECTIONS

24 CFR 982.405 (b)

The Housing Supervisor or designee will perform Quality Control inspections, in an amount necessary to meet HUD requirements. The purpose of Quality Control inspections is to ascertain that Housing Specialists/Program Assistants are conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of HQS.

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

INTRODUCTION

The HA is responsible to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. When the HA has determined that the unit meets the minimum HQS, that the lease is approvable, and that the rent is reasonable, it will enter into a Housing Assistance Payment Contract with the owner. This chapter explains the HA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the payment standards, and rent adjustments.

A. OWNER PAYMENT IN THE VOUCHER PROGRAM

The Housing Choice Voucher formula for determining maximum subsidy is the lower of the Payment Standard or the Gross rent (contract rent plus current utility allowance) for the unit minus the family's Total Tenant Payment.

- The maximum subsidy for each family is determined by the payment standard for the Voucher size issued to the family (or the gross rent as stated above), less 30 percent of the family's monthly adjusted income. The actual subsidy level could be less if the family is required to pay the minimum total tenant payment (10 percent of the family's monthly income).
- The Voucher size issued to the family is based on the HA's subsidy standards. The payment standard for the family is based on the lesser of the payment standard for the Voucher size issued or the payment standard for the number of bedrooms of the selected unit.
- The housing assistance payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

B. LATE PAYMENTS TO OWNERS

The HA must pay its Housing Assistance Payment (HAP) promptly when due to the owner in accordance with the HAP contract. Late payments to owners shall be the lesser of 1) the late payment as stated in the lease between the owner and the tenant, or 2) \$50.00. However, the HA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the HA is due to factors beyond the HA's control. The HA has determined that the HAP payment by the HA is deemed received by the owner upon mailing by the HA. Direct deposit is required to assist in the prompt receipt of HAP payments.

The HA may only use the following sources to pay a late payment penalty from program receipts under the consolidated ACC: administrative fee income for the program or the administrative fee reserve for the program. The HA may not use other program receipts for this purpose.

C. MAKING PAYMENTS TO OWNERS

Once ownership is verified and the HAP Contract is executed, the HA begins processing monthly payments to the landlord. The HAP to owners will be processed by the Housing Authority Accounting Department.

D. EXCEPTION PAYMENT STANDARD

The HUD field office may approve an exception payment standard up to 120% of the FMR for all units of a given size leased by families in an exception area.

An area exception payment standard may not exceed 120% of the FMR. An area exception payment standard will not be approved unless HUD determines that an exception rent is needed either:

- To help families find housing outside areas of high poverty; or
- Because Voucher holders have trouble finding housing for lease under the program within the term of the Voucher

The HA may approve an exception payment standard up to 110% of the FMR when it has determined that it is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

E. RENT REASONABLENESS DETERMINATIONS **24 CFR 982.507**

Rent reasonableness determinations are made when units are placed under HAP Contract for the first time, before any increase in rent to the owner, if there is a 5% decrease in the published FMR, and if directed by HUD.

The HA determines rent reasonableness through a database of unassisted rental units in all bedroom sizes throughout the county. Staff is required to add units to this database monthly. Newspapers, rental magazines, calls to property owners and managers and the Internet are some of the sources used to add comparables to the database.

The HA will consider comparable unassisted units within a ½ mile radius, to include the location, quality, size, unit type, age of the unit, amenities, services, maintenance and utilities provided by the owner in determining rent reasonableness. With supervisor approval, exceptions may be considered in remote areas where a ½ mile radius is not sufficient.

A printout showing the rental amount of comparable units in the area is imaged to the family's file, signed and dated by the Housing Specialist, documenting the data used to determine rent reasonableness.

F. PAYMENT STANDARDS AND ADJUSTMENTS **24 CFR 982.503**

The subsidy amount is based on a Payment Standard set by the HA. The HA will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements and this Plan, and if an increase is warranted, the Payment Standard will be adjusted within 90 percent to 110 percent of the current HUD-published Fair Market Rent. However, should a HUD waiver be granted to an amount that falls outside the basic range of 90-110%, the HA will adopt the new range as needed to meet funding allocations.

The HA may approve an exception Payment Standard up to 110% of the FMR when it has determined that it is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. The unit size may not exceed the authorized subsidy size for the family. The HA may apply to HUD Headquarters to approve a Payment

Standard up to 120% of the FMR if it determines that the increase is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8.

The HA may use some or all of the measures below in making a determination whether an adjustment should be made to the Payment Standards.

- **Lowering of the Payment Standard**

Statistical analysis may reveal the Payment Standard should be lowered, in which case the Payment Standard should not be less than 90 percent of the current FMR. If the FMR is lowered, the Payment Standard will be decreased in accordance with HUD regulations.

- **Financial Feasibility**

Before increasing the Payment Standard, the HA may review the budget and the project reserve to determine the impact projected subsidy increases would have on available funding for the program and number of families served.

For this purpose, the HA will compare the number of families who could be served under higher Payment Standards with the number assisted under current Payment Standards.

G. RENT INCREASES

24 CFR 982.507

Owners may not request rent increases to be effective prior to the expiration of the initial term of the lease. An owner request for a rent increase must be in accordance with the lease, state law, HAP the contract and HUD regulations. The owner must notify the PHA of any changes in the amount of the rent to the owner at least **60 (sixty) days** before any such changes go into effect (see HAP Contract 15-d). The requested rent increase must be reasonable for market conditions. If the HA disapproves the owner's request for a rent increase because the rent is not reasonable, both the participant and the owner will be notified in writing and the family may request that the HA issue the family a Voucher to enable them to relocate.

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Chapter 12

REEXAMINATIONS

INTRODUCTION

HUD requires the HA to re-certify the income and household composition of all families at least annually. In addition, the HA is required to inspect the assisted unit at least annually, and to process requests for rent adjustments. These activities must be coordinated to ensure that they are completed in accordance with the regulations. It is a HUD requirement that families report all changes in household composition and income at the annual reexamination. The HA decides what other changes must be reported, and the procedures for reporting all income. This chapter defines the HA's policy for conducting annual reexaminations and coordinating the annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL RECERTIFICATION/REEXAMINATION

24 CFR 982.516

Requirement to Attend

All household members are required to attend scheduled appointments. Failure to appear for a scheduled interview is cause to terminate assistance for failure to comply with the family obligation of providing information to the HA.

Documents Required from the Family

Failure to provide documents required by the HA is a violation of a family obligation and grounds for termination of assistance. The family will be given 10 calendar days to provide requested information and/or documents.

The HA may make exceptions to these policies if the family is able to document an emergency situation that prevented them from attending a scheduled appointment or providing requested information.

Tenant Rent Increase

If the tenant portion of rent increases, a notice of at least 30 days is mailed to the family prior to the effective date of the change whenever possible. If the owner has served the tenant with a Rent Increase Notice, that notice shall serve as the notice to the tenant of the increase in their rent.

If there has been a misrepresentation or a material omission by the family, the family may be terminated and/or required to repay any overpaid HAP to the HA.

Tenant Rent Decreases

If tenant portion of rent decreases, it will be effective on the first day of the month after the written notification of the change. If the family causes a delay in the processing of the reexamination, the rent change will be effective on the first day of the month following completion of the reexamination.

B. REPORTING INTERIM CHANGES

The HA requires program participants to report all changes in household composition or income in writing within 10 days of the change to the HA. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HA and owner approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim unless the change takes place during the regular reexamination.

Interim Reexamination Policy

Participants must report all changes in income, assets, and family household composition in writing within 10 days of change. Changes will be processed if they are anticipated to continue for sixty (60) or more days.

If it has been determined that a participant has misrepresented any information to the PHA that causes the PHA to pay a higher HAP amount, the participant will be required to repay the excess HAP paid on their behalf. If the PHA determines that the participant has been subsidized through the participant's willful misrepresentation of income, assets, or family composition, the PHA shall notify the participant that rental assistance will be terminated and excess HAP repaid and the participant has the right to request a Hearing.

Decreases in Income

The HA will process the change if the decrease in income is **\$100 monthly** or more and anticipated to continue for sixty (60) or more days.

Increases in Income

The HA will conduct interim reexaminations for participants who have an increase in income of **\$50 monthly** or more.

ZERO INCOME FAMILIES:

Families reporting less than \$100 in gross monthly household income will be asked how the family pays for necessary living expenses and the family will be required to complete, sign and date the Certification of Zero Income Form. Such families will be required to provide documentation to the HA every 30 days until such time that the family has no Utility Reimbursement Payment (URP). Zero-income Families with \$100 or less in gross monthly income will be re-evaluated every 30 days to determine if there are any new sources of income. Failure to provide required information may be cause for termination of rental assistance. HUD excluded income that is designated for a specific purpose (i.e. food stamps, etc.), does not count toward the calculation of gross income.

HA Errors

When the HA finds that an error has been made, an interim reexamination will be conducted to correct the error. A minimum of thirty (30) days notice will be given to participant and owner if the correction results in a decrease in the HAP payment.

Administrative Errors and Omissions: It is crucial that the PHA establish and maintain a high

degree of accuracy in administering its program. From time to time minor administrative errors or omissions may be discovered which require immediate PHA action. Administrative errors, omissions, or mistakes made by PHA staff, owners, or participant may include:

1. PHA Errors and Omissions (examples):
 - a. Errors in calculations of Assistance levels;
 - b. Inappropriate determinations of family eligibility;
 - c. Miscalculation of gross rents; or,
 - d. Approval of gross rents above allowable limitations.

2. Owner Errors and Omissions (examples):
 - a. Not informing the PHA that the participant has vacated the unit.
 - b. Not informing the PHA that an error in contract rent has occurred within 10 days of receiving a rent change notification.

3. Tenant Errors and Omissions (examples):
 - a. Omission of a particular asset or income because of lack of information;
 - b. Miscalculation of income; or,
 - c. Misinformation regarding family composition.

Changes in family size/subsidy standards

A larger bedroom size will not be issued if a member of the nucleus family moves out and returns as an adult. In these cases, the HA will not approve the addition of household members if it results in overcrowding according to HQS.

For additions to the family in the following cases, the HA will issue the family a relocation Voucher when the change causes overcrowding according to HQS:

- Additions by marriage
- Addition of a minor who is a member of the nucleus family who had been living elsewhere
- Addition of a PHA approved live-in aide
- Addition due to birth, adoption or court-awarded custody
- Addition of long-term placement foster care minor(s) or adults

Family Member moves out

Families are required to notify the HA in writing within 10 days if any family member leaves the assisted household. When the family notifies the HA, they must furnish the following information:

- The date the family member moved out
- The new address, if known, of the family member
- A statement as to whether the family member is temporarily or permanently absent

C. TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS

Families who do not report required changes within time frames established by the HA are considered in violation of a family obligation, and are subject to termination of assistance.

D. NOTIFICATION OF RESULTS OF REEXAMINATIONS

The HUD form 50058 will be completed and transmitted as required by HUD.

DRAFT 2014

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the HA's jurisdiction, or to a unit outside of the HA's jurisdiction under portability procedures. The regulations also allow the HA the discretion to develop policies which define any limitations on moves. This chapter defines the procedures for moves, both within and outside of the HA's jurisdiction, and the policies and limitations on moves.

A family may move (relocate) to a new unit when the owner has given the family a notice to vacate and the family is eligible for continued assistance or when the family has given proper notice of lease termination and is eligible for continued assistance (see A. Allowable Moves for additional information).

A notice of lease termination must be through the end of a month. Notices to vacate will not be accepted for a mid-month move and will be returned to the participant and/or owner can reissue a new notice through the end of a month. All Housing Assistance Payment (HAP) Contracts for new units will be effective on the 1st of a month (no mid-month effective dates) except for families from another jurisdiction who are moving with continued assistance under portability. In the case of an initial contract (first time) for an incoming portability contract, mid-month moves are permitted. Special circumstances such as reasonable accommodations for the elderly/disabled will be considered. The mid-month move limitation does not apply to new admissions.

A family may request to move once annually and a notice to vacate may be extended once. The owner must approve any extension in writing. If a family exercises the one month extension and does not vacate after the one extension notice expires, they must either obtain agreement from the landlord to rescind the notice to vacate, or vacate the unit as planned while they search for a new unit. More than one extension will not be granted unless as a reasonable accommodation to make the program accessible to a person with disabilities.

A. ALLOWABLE MOVES

A family may move to a new unit if:

1. The assisted lease for the old unit has terminated because the HA has terminated the HAP contract due to owner breach.
2. The HA has terminated the HAP contract because the family is no longer eligible for the current number of bedrooms.
3. To determine whether the family is eligible for continued assistance, a full reexamination will be done prior to approval of any relocation, unless the Eligibility Questionnaire and verifications in the file are dated within the last 60 days. A household may request one extension of the notice to vacate and it must be approved by the landlord.
4. The owner has given the family a notice to vacate and the family is eligible for continued assistance.
5. The family has given proper notice of lease termination and is eligible for continued assistance.
6. The family:

- a. has an income change that will result in a zero HAP at the new assisted unit. In these cases, the contract with the owner will be for a six-month period only (180 days).
 - b. is currently at zero HAP and must relocate because the current assisted unit is either in foreclosure or up for sale. In these cases, the new contract will only be for the remaining time period left of the original 180 days since the last HAP paid (i.e. the 180 day time period at zero HAP does not restart and includes but is not limited to the time spent searching for a new unit as well as any inspection time and RFTA disapprovals).
7. A mutual agreement has been signed by both the Owner and participant. This applies when a participant is requesting to move before the expiration of the lease term or the owner wishes a participant to move before the expiration of the lease term.

B. RESTRICTIONS ON MOVES

Families will not be permitted to move during the initial term of the lease. Families will not be permitted to move more than once in a 12-month period unless a 6-month lease is in place according 24 CFR 982.309 (a). The HA will deny permission to move if:

- The family owes the HA money
- The family has violated a Family Obligation
- The family is in violation of their lease

The HA may make exceptions to these restrictions if there is an emergency or safety reason for the move or as a reasonable accommodation for a disabled family member.

C. PORTABILITY

Portability applies to families moving out of or into the HA's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial HA jurisdiction.

D. OUTGOING PORTABILITY

When a family requests to move outside of the HA's jurisdiction, the request must specify the area to which the family wants to move. Portability outside of HACR's jurisdiction will be approved if the family is eligible for continued assistance and if funding is available. The HA may deny a family's request to move under portability if the PHA does not have sufficient funding for continued assistance to support the move in accordance with CFR 982.314 (e)(1) and PIA 2008-43. If funding is not available, the family may be denied moving to a higher cost jurisdiction if the receiving agency is "billing" and not "absorbing".

If a family, within two (2) weeks of the voucher effective date, requests to transfer their rental assistance (exercise portability) to another jurisdiction, for mailing purposes a full sixty five (65) day voucher term will be granted.

The Violence Against Women Act of 2005 provides that the family may receive a voucher and move in violation of the lease under the portability procedures if the family has complied with all other obligations of the voucher program and has moved out of the assisted dwelling unit in order to protect the health or 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.

E. INCOMING PORTABILITY

Absorption or Administration

The HA will accept a family with a valid voucher from another jurisdiction and either administer or absorb the voucher. When administering assistance for the family, a Portability Voucher will be issued with the same start date as the initial HA. The initial HA may grant extensions in accordance with Federal Regulations. All port-in supporting documents are to be received by mail and EIV's must be in a sealed envelope for confidential purposes to ensure HUD compliance. Incoming ports must have a minimum of 30 days left on their voucher for complete processing. Anything less than 30 days will be returned to their initial PHA.

Initially, the HA will issue a subsidy based on the family composition listed on the initial PHA's 50058. The subsidy issued will be based on the receiving HA's current subsidy standards (HACR). If the receiving PHA (HACR) is not absorbing, any changes must be approved by the initial PHA.

DRAFT 2014

Chapter 14

CONTRACT TERMINATIONS

INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the HA which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by the HA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION

The term of the HAP contract is the same as the term of the lease. The contract between the owner and the HA may be terminated by the HA, or by the owner terminating the lease.

No future subsidy payments on behalf of the family will be made by the HA to the owner after the month in which the contract is terminated. The owner must reimburse the HA for any subsidies paid by the HA for any period after the contract termination date.

If the family continues to occupy the unit after the HAP contract is terminated, the family is responsible for the entire contract rent.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the previous unit.

B. TERMINATION OF LEASE BY OWNER

Upon proper notice, the lease may provide for termination without cause after the initial term of the lease or may terminate by mutual consent between the owner and participant during the initial lease term. In the event that the participant passes away and there are no remaining nucleus family members, the Housing Assistance Payment (HAP) will be paid in full (through the end of the month in which the participant becomes deceased. An owner is not eligible to retain any portion of HAP for any time period beyond the month in which the participant became deceased.

If it is during the initial lease term, or subsequent lease term, the owner must provide the participant a written notice specifying the grounds for the termination of tenancy. A copy of the notice to vacate and verification of the participant violations must be provided to the HA. If it is not during a lease term, the owner must provide a written notice for a time period that is compliant with the lease or rental agreement that was signed with the participant (i.e. 30 days in most cases). A copy must be provided to the HA. "Good cause" does not need to be demonstrated when the tenant is not in a lease term. If the participant does not vacate based on the owner's notice, the owner must follow state/local laws to evict the participant.

The HA will continue to pay a HAP until the participant vacates the unit or the eviction is concluded, whichever occurs first. In no instance will the HAP be paid for any period beyond the contract termination date, or for the month following the month the tenant vacates the unit.

Federal Regulations 24CFR 982.552 (c) Authority to deny admission or terminate assistance (1)

Grounds for denial or termination of assistance states, "The PHA may at any time deny program assistance for an applicant or terminate program assistance for a participant, for any of the following grounds: (ii) If any member of the family has been evicted from federally assisted housing in the last five years".

C. TERMINATION OF THE CONTRACT BY HA

The term of the HAP contract terminates when the lease terminates, when the family vacates the unit, or when the owner has breached the HAP contract.

The HA may also terminate the contract if:

- The HA terminates assistance to the family
- The family is required to move from a unit which is under-occupied or is overcrowded
- Funding is no longer available under the ACC
- The participant has requested their assistance be terminated
- The participant passes away and there are no remaining nucleus family members

The contract will terminate automatically if 180 days have passed since the last HAP paid (24 CFR 982.455).

In the event that funding is no longer available under the ACC, the HA will implement a "first on, first off" policy on terminating families, meaning that those families who have benefited the longest will be the first to be terminated, excluding any disabled and/or elderly families. All efforts will be made to give a family no less than a 90 day notice in order to allow them substantial time to prepare. This policy is consistent with Fair Housing guidelines.

EVICCTIONS

The Contract and lease shall provide that the owner shall not terminate the tenancy except for:

- A.** Serious or repeated violation of the terms and conditions of the lease;
- B.** Violations of Federal, State, or Local Law which imposes obligations on the participant in connection with the occupancy or use of the dwelling unit and surrounding premises; or,
- C.** Other good cause as provided in the lease including, but not limited to, the following:
 1. Failure by the family to accept the offer of a new lease by the owner;
 2. A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property;
 3. Criminal activity by family members involving crimes of physical violence to persons or property and any illegal drug activity;
 4. The Owner's desire to utilize the unit for personal or family use or for a purpose other than for use as a residential rental unit; or,
 5. A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to rent the unit at a higher rental rate).
- D.** The Owner must give the PHA a copy of any Eviction Notices served to the participant.
- E.** Family Eligibility for Continued Assistance: Termination of tenancy is not automatically termination of Assistance:
 1. If the family is evicted and owes money to the landlord (i.e., unpaid rent), the PHA may determine the family ineligible for issuance of another voucher.

2. If the family is determined to be ineligible for continued assistance at the time of Termination of Tenancy, the PHA is required to notify the family and provide an Informal Hearing.

D. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

The HA will follow HUD rules for terminations due to ineligible immigration status.

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Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The HA may deny assistance for an applicant or terminate assistance for a participant because of the family's action or failure to act. An applicant who was previously a participant in the Housing Choice Voucher (HCV) program and whose assistance was terminated by any Housing Authority may not receive HCV assistance for a minimum of five (5) years (**24 CFR 982.552 (c)(1)(iii)**). This applies to all members of the previously assisted household, not just those who were adult members at the time of termination. For members who were minors at the time of termination, or as a reasonable accommodation for persons with disabilities, the HA may allow participation if the member was not involved in the action that led to the termination. The HA will consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

The HA will provide families with a written description of the family obligations under the program, the grounds under which the HA can deny or terminate assistance, and the HA's informal hearing procedures. This chapter describes when the HA is required to deny or terminate assistance, and the HA's policies for the denial of assistance.

A. GROUND FOR DENIAL OF ASSISTANCE 24 CFR 982.552-553

Form of Denial of Assistance

Denial of assistance for an applicant may include any or all of the following:

1. Denial for placement on the HA waiting list
2. Denying or withdrawing a Voucher
3. Refusing to enter into a HAP contract or approve a lease
4. Refusing to process or provide assistance under portability procedures

Mandatory Denial of Assistance

The HA must deny assistance to applicants for the following reasons:

1. If any member of the family fails to sign and submit HUD or HA required consent forms for obtaining information.
2. The applicant is a student enrolled at an institution of higher education, is under the age of 24, is not a veteran, unmarried and does not have a dependent child, is individually ineligible for section 8 assistance, or the student's parents are, individually or jointly, ineligible for assistance, as specified in 24 CFR 5.612.
3. If an applicant or any household member has been evicted from federally assisted housing for drug-related criminal activity within three years unless the PHA determines:
 - a. That the evicted household member who engaged in the drug-related criminal activity has successfully completed a supervised drug rehabilitation program; or,
 - b. That the circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
4. If the HA determines that any household member is currently engaging in illegal use of a drug.

5. If the HA determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
6. Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
7. If any member of the household (including minors) is subject to a registration requirement under a State sex offender registration program. (In this screening of applicants, the HA must perform criminal history background checks necessary to determine whether any household member is subject to a sex offender registration requirement in the State where the housing is located and in other States where the household members are known to have resided.)

Registered Sex Offender Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other law enforcement authorities maintain for public access a data base of locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.nsopw.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

Permissive Grounds for Denial of Assistance

The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the reasons listed below.

1. If the family violates any family obligation under the program.
2. If any member of the family has been evicted from federally assisted housing in the last five years.
3. If a PHA has ever terminated assistance under the program for any member of the family.
4. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
6. If the family currently owes rent or other amounts to the HA or to another PHA in connection with Section 8 or Public Housing Assistance under the 1937 Act. The family may be given an opportunity to repay the balance in full within 10 calendar days. If the family fails to do so, it will result in the denial of assistance and the family's name being removed (withdrawn) from the waiting list.
7. If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
8. If the family breaches an agreement with the HA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
9. If the family has engaged in or threatened abusive or violent behavior toward HA personnel "Abusive or violent behavior towards HA personnel" include verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Actual physical abuse or

violence will always be cause for termination.

10. If the family has been engaged in criminal activity or alcohol abuse as described in 24 CFR 982.553.
11. If the HA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the admission: i) Drug-related criminal activity; ii) Violent criminal activity; iii) other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or iv) other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the HA (including a HA employee or HA contractor, subcontractor, or agent). For purposes of this prohibition, a household member is "currently engaged in" criminal activity if that person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.
12. If the HA determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents

B. GROUNDS FOR TERMINATION OF ASSISTANCE 24 CFR 982.552-553

Form of Termination of Assistance

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a lease.
2. Terminating housing assistance payments under an outstanding HAP contract.
3. Refusing to process or provide assistance under portability procedures.

Mandatory Termination of Assistance

The HA must terminate program assistance for the following reasons:

1. If a family is evicted from housing assisted under the program for serious violation of the lease.
2. If any member of the family fails to sign and submit HUD or HA required consent forms for obtaining information.
3. The applicant is a student enrolled at an institution of higher education, is under the age of 24, is not a veteran, unmarried and does not have a dependent child, is individually ineligible for section 8 assistance, or the student's parents are, individually or jointly, ineligible for assistance, as specified in 24 CFR 5.612.
4. If the HA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

Permissive Grounds for Termination of Assistance

The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the reasons listed below.

1. If the family violates any family obligation under the program.
2. If any member of the family has been evicted from federally assisted housing in the last five years.
3. If a PHA has ever terminated assistance under the program for any member of the family.
4. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program

6. If the family currently owes rent or other amounts to the HA or to another PHA in connection with Section 8 or Public Housing Assistance under the 1937 Act
7. If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease
8. If the family breaches an agreement with the HA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA
9. If the family has engaged in or threatened abusive or violent behavior toward HA personnel
 “Abusive or violent behavior towards HA personnel” include verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. “Threatening” refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.
10. If any household member is currently engaged in any illegal use of a drug, or if a pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
11. If the HA determines that any family member has violated the family’s obligation under 24 CFR 982.551 not to engage in any drug-related criminal activity.
12. If an applicant or family violates the Amended Zero Tolerance Policy of Criminal Activity.

C. Violence Against Women Act (VAWA) of 2005.

Denial of assistance to an applicant or termination of assistance of a participant for criminal activity are subject to the provisions of the Violence Against Women Act of 2005 as described below:

1. Being a victim of domestic violence, dating violence, or stalking (see glossary for legal definitions) is not a basis for denial of assistance or admission to public or assisted housing if the applicant otherwise qualifies for assistance or admission
2. Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse
3. Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim of that abuse
4. Notwithstanding the restrictions that VAWA places, the HA may “bifurcate” a lease without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant, and such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, and local law for the termination of leases or assistance under the relevant program of HUD-assisted housing. Neither the authority nor the procedures under any other law is necessary to bifurcate or otherwise remove an individual from the lease. Furthermore, this federal statutory authority to bifurcate a lease or otherwise remove an individual takes precedence over any federal, state, or local law to the contrary.
5. The HA has authority to terminate voucher assistance for certain family members while

permitting other members of a participant family to continue receiving assistance (providing the culpable family member will no longer reside in the unit). The HA's right to exercise this administrative discretion is not dependent on a bifurcated lease or other eviction action by the owner against an individual family member.

6. Certification of Abuse: The HA will request that the victim complete the HUD form 50066 -- Certification of Domestic Violence, Dating Violence or Stalking. This form must be provided within 14 business days from the date the HA requests it. Without the certification, the HA may terminate assistance.

Family Self Sufficiency (FSS)

The HA will not terminate assistance for FSS families who fail to comply with the FSS Contract of Participation unless participation in FSS is a requirement or condition of the program under which the family was admitted.

D. FAMILY OBLIGATIONS

1. The family must supply any information that the HA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR Part 5). "Information" includes any requested certification, release or other documentation.
The family must supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
2. The family must disclose and verify Social Security numbers and must sign and submit consent forms for obtaining information in accordance with HUD regulations.
3. Any information supplied by the family must be true and complete.
4. The family is responsible for an FOS breach caused by the family or their invitees.
5. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.
6. The family may not commit a serious or repeated violation of the lease.
7. 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.
8. The family must give the HA a copy of any owner eviction notice in writing within 10 days of occurrence.
9. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
10. The composition of the assisted family residing in the unit must be approved by the HA. The family must inform the HA in writing within 10 days of occurrence of the marriage (or the addition of a co-head), birth, adoption or court-awarded custody of a child. The family must request HA approval to add any family member as an occupant of the unit. No other person may reside in the unit (except for a foster child or live-in aide).
11. The family must notify the HA in writing within 10 days of occurrence if any family member no longer resides in the unit.
12. If the HA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or HA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
13. 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 as a residence by members of the family.

14. The family must not sublease or let the unit.
15. The family must not assign the lease or transfer the unit.
16. The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must cooperate with the HA for this purpose. The family must promptly notify the HA of absence from the unit.
17. The family must not own or have any interest in the unit.
18. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
19. The members of the family may not engage in alcohol or drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
20. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state or local housing assistance program.
21. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

Explanations and Terms

The term “promptly” when used with the family obligations always means “within 10 calendar days.”

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HA may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, the length of time since the violation occurred and more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act. All denials or terminations of assistance will be consistent with fair housing and equal opportunity provisions.

The HA may impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were culpable for the action or failure will not reside in the unit.

In determining whether to deny admission or terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the HA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the HA may require the applicant or participant to submit evidence of the household member’s current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

If the family includes a person with disabilities, the HA will determine if such action is subject to consideration of reasonable accommodation.

Lease Violations

In determining whether a serious or repeated violation of the lease will cause a termination of assistance, the HA will consider all circumstances including whether the owner terminates tenancy through court action for serious or repeated violation of the lease, the tenant's statements and documents, verifications provided by either the owner or the tenant, and any reports of lease violations, neighborhood complaints or other third party information.

HQS Breach

The HA will determine if an HQS breach as identified in HUD Regulations is the responsibility of the family. Families may be given extensions to cure HQS breaches by the HA in accordance with HUD regulations.

Denial of Additions to the Household.

Proposed additions to the family may be denied to:

- Persons who have been evicted from public housing.
- Persons who engage in or have engaged in, alcohol or drug-related criminal activity or violent criminal activity.
- Persons who do not meet the HA's definition of family.
- Persons who commit or have committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Persons who currently owe rent or other amounts to the HA or to another HA in connection with Section 8 or Public Housing Assistance under the 1937 Act.
- Persons who have engaged in or threatened abusive or violent behavior toward HA personnel.

E. PROCEDURES FOR NON-CITIZENS

Termination due to Ineligible Immigrant Status

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending. Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated; however, they will be given an opportunity for a hearing.

False or Incomplete Information

When the HA has clear, concrete, or substantial documentation (such as permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the HA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The HA will then verify eligible status, deny, terminate, or prorate as applicable. The HA will deny or terminate assistance based on the submission of false information or misrepresentations.

F. ZERO HOUSING ASSISTANCE PAYMENT FOR TENANTS

The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner. If within the 180 day time frame, the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the HA will resume assistance payments for the family.

G. MISSED APPOINTMENTS AND DEADLINES

It is a family obligation to supply information, documentation, and certification as needed for the HA to fulfill its responsibilities. The HA schedules appointments and sets deadlines in order to obtain required information. The obligations also require that the family allow the HA to inspect the unit and appointments are made for this purpose.

If an applicant or participant does not keep an appointment, does not supply information required by a deadline or does not allow the HA to inspect the unit, the HA may deny or terminate assistance. The family will be given information about the requirement to keep appointments as specified in this Plan.

Appointments may be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Voucher Issuance and Briefing
- Housing Quality Standards and Inspections
- Re-certifications
- Appeals

Procedure when Family Obligations are not met

When the participant family fails to fulfill their obligations within the time frames established by the HA, a “Pre-Termination of Assistance” appointment will be scheduled for the family. The appointment notice shall inform the family of the obligation not met and the necessary remedy. If the obligation is still not met, a Notice of Intent to Terminate Assistance will be issued. If the family corrects the breach within the time frame allowed for requesting a hearing, the notice may be rescinded. The HA will consider whether the family has a history of non-compliance in making determinations to terminate assistance.

At the same time that the family is notified of a breach in their obligations, a “Conditional Termination of Contract” notice will be sent to the owner. This notice will inform the owner that should the family fail to comply with their obligations, the contract will end.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTIONS

INTRODUCTION

It is the policy of the HA to recruit owners to participate in the program, and to provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HA. The regulations define when the HA must disallow an owner participation in the program, and they provide the HA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

The HA will disapprove the owner for the following reasons:

- HUD has informed the HA that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the HA that the Federal Government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the HA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in any drug-related criminal activity or any violent criminal activity.
- 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.
- The owner has a history or practice of renting units that fail to meet state or local housing codes.
- The owner has not paid state or local real estate taxes, fines or assessments.
- The owner has received evidence that owner is requesting and accepting side payments for rent.
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - Threatens the health or safety of, or the right to peaceful enjoyment of the premises by other residents
 - Threatens the health or safety of other residents, or employees of the HA, or of owner employees or other persons engaged in management of the housing
 - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises
 - Engages in drug-related criminal activity or violent criminal activity

- HUD regulations prohibit the HA from approving a unit if the owner is the parent, child, grandparent, grandchild, sister, brother, uncle, aunt, or in-law of any member of the tenant family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the HA will restrict the owner from future participation in the program. The HA may also terminate some or all contracts with the owner.

Before imposing a penalty against an owner, the HA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

C. OTHER REMEDIES FOR OWNER VIOLATIONS

Overpayments

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate.

The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited from future payments in order to repay the HA or the tenant, as applicable. The HA will take court action to recover overpayments when other means fail to result in such collection.

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Chapter 17

OWNER OR FAMILY DEBTS TO THE HA

INTRODUCTION

This chapter describes the HA's policies for the recovery of monies which have been overpaid to an owner on behalf of an assisted family. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the HA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

The HA will make every effort to collect monies owed to the HA. The HA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Repayment agreements
- Abatements
- Collection agencies
- Credit bureaus
- Income tax set-off programs

A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement as used in this Plan is a document entered into between the HA and a person who owes a debt to the HA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

The maximum amount the Housing Authority will enter into a repayment agreement with a family is \$4800.00. The maximum length of time the HA will enter into a repayment agreement with a family is 24 months. The family will be required to make monthly payments of \$200.00 for a period not to exceed 24 months until paid in full. If the family owes more than \$4800.00, the portion that exceeds \$4800.00 must be paid in full immediately as the Housing Authority will not enter into an agreement for more than \$4800.00. Furthermore, 10% of the Repayment Agreement, regardless of whether it exceeds \$4800.00 or not must be paid in full immediately. The HA reserves the right to modify the terms of the repayment agreement on a case by case basis. Signing a Repayment Agreement does not guarantee continued assistance.

Late Payment

A payment will be considered to be in arrears if it is two months in default and if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's repayment agreement is in arrears, the HA may require the family to pay in full. If the family requests a move to another unit and has a repayment agreement in place, the family will be required to pay the balance in full prior to the issuance of a Voucher.

B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

Program Fraud

Families who owe money to the HA due to program fraud will be required to repay in accordance with the guidelines in the Repayment Section of this chapter and may be terminated from the housing assistance program.

If a family owes \$5,000 or more as a result of program fraud, the case may be referred to the HUD Inspector General. Where appropriate, the HA may refer the case for criminal prosecution.

C. OWNER DEBTS TO THE HA

If the HA determines that the owner has retained Housing Assistance Payments, the owner is not entitled to, the HA may reclaim the amounts from future Housing Assistance Payments owed the owner for any units under contract.

If future Housing Assistance Payments are insufficient to reclaim the amounts owed, the HA may:

- Require the owner to pay the amount in full within a maximum of 12 months
- Pursue collections through the court system, the Internal Revenue Service (IRS), Franchise Tax Board (FTB), or any other available method
- Restrict the owner from future participation

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Chapter 18

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the HA. This chapter describes the policies, procedures and standards to be used when families disagree with a HA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the HA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE HA

The HA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HA prefers that all complaints be put in writing, however, they may be reported by telephone. Complaints that cannot be substantiated will be so noted.

Complaints from families, owners, or the general public will be referred to the Housing Specialist first. Unresolved complaints or those involving a staff member will be referred to a Housing Supervisor or Program Integrity Monitoring (PIM).

Any complaints of racial, ethnic or sexual harassment involving staff will be handled according to County personnel policies. Any complaints regarding racial, ethnic or sexual harassment not involving staff will be documented, referred to Fair Housing and/or Legal Aid, and will be reviewed by supervisory staff.

B. NOT MEETING PREFERENCES

When it is verified by the HA that an applicant does not meet a preference that they self-certified they did, they will be returned to the waiting list and will be notified in writing of the specific reason.

C. INFORMAL REVIEW

The HA must give an applicant an opportunity for an informal review of the HA decision denying assistance to the applicant. Once an applicant has received a denial letter, they have 30 days from the date of their denial letter to request a review in writing. After review, the applicant will be furnished with a written final decision including a statement of the reasons for the final decision.

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

1. Discretionary administrative determinations by the HA.
2. General policy issues or class grievances.
3. A determination of the family unit size under the HA subsidy standards.
4. An HA determination not to approve an extension or suspension of a voucher term.
5. An HA determination not to grant approval to lease a unit under the program or to approve a proposed lease.

6. HA determination that a unit selected by the applicant is not in compliance with HQS.
7. An HA determination that the unit is not in accordance with HQS because of the family size or composition.

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigration status, the applicant is entitled to an informal review.

D. INFORMAL HEARING

The HA must provide participants with the opportunity for an informal hearing for decisions related to any of the following:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
2. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule.
3. A determination of the family unit size under HA subsidy standards.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HA policy and HUD rules.

The HA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the HA.
- The date the proposed action or decision will take place.
- The family's right to an explanation of the basis for the HA's decision.
- The procedures for requesting a hearing if the family disputes the action or decision.
- The time limit for requesting the hearing.
- To whom the hearing request should be addressed.

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

1. Discretionary administrative determinations by the HA.
2. General policy issues or class grievances.
3. Establishment of the HA schedule of utility allowances for families in the program.
4. An HA determination not to approve an extension or suspension of a Voucher term.
5. An HA determination not to approve a unit or lease.
6. An HA determination that an assisted unit is not in compliance with HQS. However, the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in 24 CFR 982.551.
7. An HA determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the HA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

E. INFORMAL REVIEW/HEARING PROCEDURES

It is the HA's objective to resolve disputes at the lowest level possible. Informal reviews are granted to applicants and informal hearings are granted to participants. The HA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

Notification of Review/Hearing

When the HA determines that an applicant is denied assistance, and for participants, other specified actions, the family must be notified in writing. The notice must contain:

- The reason(s) the action is being taken,
- The procedure for requesting an informal review/hearing if the applicant/participant does not agree with the decision, and
- The time limit for requesting a review/hearing.

A request for an informal review/hearing must be received in writing by the close of the business day, no later than 10 calendar days from the date of the HA's notification of denial of assistance or intent to terminate assistance. For informal hearings, the information packet must be submitted to the hearing officer by the HA within 7 business days of receipt of the request for hearing. An appointment will be scheduled and a letter will be sent by the hearing officer within 5 business days from the date the information packet is received and the informal hearing will be conducted no more than 14 calendar days from the date the appointment letter is sent. For informal reviews, the review must be performed within 14 calendar days from the date the review is requested and the results sent to the applicant by mail within 10 business days after the review. The review will be performed in person unless the applicant requests either a review by phone or letter. The informal review/hearing shall be conducted by the review/hearing officer appointed by the HA who is neither the person who made nor approved the decision, nor a subordinate of that person. The HA appoints a review/hearing officer who is a staff person at the Housing Specialist II level or above, or an individual from outside the HA.

The review/hearing shall concern only the issues for which the family has received the opportunity for a review/hearing. Evidence presented at the review/hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The applicant/participant will be given the opportunity to present oral or written objections to the decision. Both the HA and the family may present evidence and witnesses. Both the HA and the family may use an attorney or other representative to assist them at their own expense.

A representative with written authorization to act on behalf of the applicant/participant may conduct an informal review/hearing in the absence of the applicant/participant, unless the representative has an interest in the rental assistance, i.e., the owner of the assisted unit.

When the hearing officer receives an information packet for an informal hearing, an informal hearing date will be scheduled and the notification will contain:

1. The date and time of the hearing.
2. The location where the hearing will be held.
3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense.

4. The right to view any documents or evidence in the possession of the HA upon which the HA based the proposed action, and to obtain a copy of such documents prior to the review/hearing. Such documents or evidence must be sent to the family no later than 7 days before the review/hearing date.
5. A notice to the family that the HA will request a copy of any documents or evidence the family will use at the review/hearing. Such documents or evidence must be received by the HA no later than 7 days before the review/hearing date.

After a review/hearing date is scheduled, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

Family rights:

- Examine the documents in the file which are the basis for the HA's action, and all documents submitted to the Hearing Officer.
- The family must be allowed to copy any such document at the family's expense.

If the HA does not make the document available for examination on request of the family, the HA may not rely on the document at the hearing.

HA rights:

- Examine at HA offices before the HA hearing any family documents that are directly relevant to the hearing.
- The HA must be allowed to copy any such document at the HA's expense.

If the family does not make the document available for examination on request of the HA, the family may not rely on the document at the hearing.

The review/hearing officer will determine whether the action, inaction or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony presented at the review/hearing.

A notice of the review/hearing findings shall be provided in writing to the HA and the family within 10 business days and shall include a clear summary of the decision, reasons for the decision, and the amount of any money owed, if applicable.

When the HA is not bound by review/hearing decisions:

- Concerning matters in which the HA is not required to provide an opportunity for a hearing.
- Which conflict with or contradict HUD regulations or requirements.
- Which conflict with or contradict federal, state or local laws.
- Which exceed the authority of the person conducting the review/hearing.

The HA shall send a letter to the applicant/participant if it determines the HA is not bound by the review/hearing officer's determination within 21 calendar days. The letter shall include the HA's reasons for the decision with a copy to the review/hearing officer. All requests for a review/hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

F. HEARING AND APPEAL PROVISIONS FOR RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision of the INS appeal. Assistance to a family may not be terminated or denied while the informal hearing is pending but assistance to an applicant may be delayed pending the informal hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the HA notifies the applicant or participant within 10 calendar days of their right to appeal to the INS within 30 calendar days or to request an informal hearing with the HA either in lieu of or subsequent to the INS appeal.

If the family appeals to INS, they must give the HA a copy of the appeal and proof of mailing or the HA may proceed to deny or terminate. The time period to request an appeal may be extended by the HA for good cause.

The request for an HA hearing must be made within 10 calendar days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 10 calendar days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this plan for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members, the HA will deny the applicant family. If there are eligible members in the family, the HA will offer to prorate assistance or give the family the option to remove the ineligible members.

If any family member fails to provide documentation or certification of eligible citizenship/immigration as required by the regulation, that member is treated as ineligible. If all family members fail to provide documentation or certification, the family will be denied or terminated.

Participants whose assistance is prorated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and total tenant payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

Chapter 19

FAMILY SELF-SUFFICIENCY (FSS) PROGRAM

INTRODUCTION

Family self-sufficiency (FSS) is a HUD program that encourages communities to develop local strategies to help voucher families obtain employment that will lead to economic independence and self-sufficiency. Public housing agencies (PHAs) work with welfare agencies, schools, businesses, and other local partners to develop a comprehensive program that gives participating FSS family members the skills and experience to enable them to obtain employment that pays a living wage.

The purpose of Family Self-Sufficiency (FSS) Program is to provide housing assistance combined with public and private resources that will help families achieve economic independence and self-sufficiency. We believe that when a family's basic needs for affordable and stable housing are met, the family can better focus on other needs, such as skill development and job search.

At this time HACR manages the FSS Program for Section 8 Program participants only. Though only the designated head of the household must sign the FSS Contract of Participation, the program is designed for the whole family and everybody's needs are taken into account. FSS programs partner with other service providers, such as: employment and training agencies, community colleges, job search and placement organizations, alcohol and drug services, childcare providers, youth organizations, older adult services, health services, emergency services, credit and homeownership counselors, the local CalWORKs office, and many more.

ENROLLMENT AND RECRUITMENT

All Section 8 participants are eligible for FSS program. A participant cannot be excluded from the program for such reasons as poor work history or lack of basic literacy skills. The FSS Program is a voluntary program. The promise of this program is that everyone deserves a chance for self-sufficiency, regardless of his or her current skill level, ability, or past work performance. In order to enroll in the program, participant's income update must have been completed within the last 90 days along with attending a mandatory one hour informational orientation.

CONTRACT OF PARTICIPATION

The participant must sign a five-year Contract of Participation, which states all the agreed upon terms between the participant and the Housing Authority (HA). Participants are expected to complete their goals within five years, though the Contract of Participation may be extended up to two years for good cause. To qualify for an extension, the participant must make the request in writing and include justification for the need for additional time. Contract extensions will be evaluated on a case by case basis.

INDIVIDUAL TRAINING AND SERVICE PLAN (ITSP)

The ITSP consists of the participant's final goal, interim goals, and specific steps the participant needs to take in order to accomplish those goals. Typically, goals are focused on attaining full-time employment, job advancement, training and education, financial stability, childcare, and personal growth and development.

CASE MANAGEMENT AND COMMUNITY SERVICES

The FSS Coordinator works in partnership with participants to identify and secure resources that yield self-sufficiency. Case management includes supportive counseling, information and referrals, and ongoing goal development and planning, which will ultimately help participants gain skills and lifelong learning that continue beyond their participation in FSS. Participants will be referred to community agencies for additional services to support their self-sufficiency efforts.

ESCROW ACCOUNTS

In general, as a family's earned income increases, the amount the family must pay for rent increases. When this happens, HACR takes a portion of the rent subsidy and places it in an interest-bearing escrow account on a monthly basis. The account is held for the family until they have completed all goals set in the Self-Sufficiency Plan. Once the family has met its goals and become independent of government assistance (ex: AFDC, GA, etc.) for a minimum of one year, they may cash out the escrow account. A participant must put their request to graduate from the program and cash out the escrow account in writing. If a family is unable to complete their goals in the prescribed time period the escrow account will be forfeited and the funds will be returned to HACR.

SUPPORTIVE SERVICES

- A. For each family that is a non-elderly, non-disabled family living in a unit receiving Project Based rental assistance, the family shall participate in the development and implementation of the service plan.
- B. Families will be informed of HUD's Family Self-Sufficiency program (FSS) and will be asked to participate in FSS so as to expand their access to services in their communities;
- C. For each family that is a non-elderly, non-disabled family living in a unit receiving Project Based rental assistance, the Housing Authority (HA) shall ensure that an individual service plan is established in consultation with the family and in place within 3 months after lease-up. This plan must include an assessment, an action plan for addressing the family's needs including services to be received, and the identification of long term housing goals. The agreement may require mandatory attendance at self-sufficiency counseling and training sessions;
- D. The HA shall ensure that the following services are available directly or by referral/agreement with another agency to each non-elderly, non-disabled family living in a unit receiving Project Based rental assistance:
 - Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g. doctors, medication, and mental and behavioral health services);
 - Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits;

- Job preparation and attainment counseling (where to look/how to apply, dress, grooming, relationships with supervisory personnel, etc);
 - Education and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at technical school, trade school or college; including successful work ethic and attitude models; and
 - Participation in the assessment and implementation of actions to address their needs, including the development of an individual case plan for each adult and the adult's commitment to the plan (each adult is required to sign a service plan agreeing to attend FSS counseling/training sessions and to take other actions as deemed appropriate to the adult's successful transition to self-sufficiency); and
- E. The HA shall ensure either directly or by referral/agreement with another agency that each family living in a unit receiving Project Based rental assistance that is a non-elderly, non-disabled family are regularly case managed and evaluated during the lease term.

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CHAPTER 20

PROJECT BASED VOUCHER PROGRAM

A. INTRODUCTION

The HA may allocate Housing Choice Vouchers for the Project-Based Voucher (PBV) program for qualifying projects within the county of Riverside. Many of the Tenant-based Voucher (TBV) program rules apply to the PBV program. This chapter will specify where PBV policies differ from the HA's tenant-based voucher policies that are described within this Administrative Plan.

B. GENERAL REQUIREMENTS

The HA may attach a Housing Assistance Payments (HAP) contract to rental property where owner has constructed or rehabilitated the rental property other than with assistance provided under the United States Housing Act of 1937.

The HA may use up to 20% of its tenant-based vouchers and/or voucher authority for project-based assistance under the Project-Based Voucher program to expand the use of project based vouchers for FY2014-15 to further facilitate the development of affordable housing within Riverside County by developing Housing Authority Successor Agency (HASA) properties and those that specifically benefit Veterans. To support this expansion, the maximum allotment allowed under regulations (20% of total allocation) will be reserved. These projects will be located throughout Riverside County with an emphasis on projects located in high demand areas including but not limited to the City of Riverside, Moreno Valley, and other cities which provide access to employment opportunities, public transportation, and other amenities. The HA may project-base up to 25% of units in any Project-Based community. Exceptions to the 25% per building cap include units in single-family buildings and units in multifamily buildings that are specifically made available for elderly or disabled families. The HA may execute HAP contracts for a term of up to 10 years with a 5-year contract extension.

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR part 24.

The HA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the local PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a).

C. OWNER PROPOSALS

After determining the availability of funding for project-based voucher assistance, the HA will seek out qualifying housing developments and will attach Housing Assistance Payments contracts to specified units within the development. The HA will give preference to HA-owned or affiliate-owned properties.

However, should there be no HA-owned or HA affiliate-owned properties appropriate and/or available for PBV assistance, the HA may periodically solicit proposals from owners for developments that would qualify for project-based voucher assistance. The HA will publically advertise such solicitations.

Should there be no HA-owned or HA-affiliate-owned properties appropriate and/or available for PBV assistance, after meeting the public advertisement requirements, a competitive selection of units will be followed by the HA. Qualifying property owners will have 30 days after the date the advertisement is last published to submit to the HA a Letter of Intent and a written narrative documenting how the proposed PBV units will meet the following policy objectives, listed in order of HA priority:

- Acquisition and acquisition/rehabilitation of foreclosed properties held by lenders or other financial institutions as REO, including single-family properties and individual dwelling units located within buildings that contain 2 or more units, as long term affordable family rental housing, for the purpose of attaining the policy goals of housing market stabilization and affordable housing for large families.
- Documented need for affordable rental housing in the area where the units are located;
- The extent to which the units contribute to the geographic distribution of affordable housing within the community in which they are located;

Additional evaluation criteria include the following:

- Proposed units fully meet federally established Housing Quality Standards (HQS);
- Prior experience of the owner/applicant in managing affordable rental housing properties; and
- Location of units in relation to public facilities, transportation and other services.

The HA will follow all standard procurement policies of the HA throughout the PBV solicitation process. The HA may only provide PBV assistance in accordance with HUD's subsidy layering and Environmental Review requirements.

D. DWELLING UNITS

The Housing Quality Standards described in Chapter 10 of this Administrative Plan for the tenant-based voucher program generally apply to the PBV program. The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

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

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The PHA must ensure that the percentage of accessible dwelling units complies with the

requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.D. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

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

E. INSPECTING UNITS

Pre-HAP Contract Inspections

The HA must inspect each contract unit prior to execution of the HAP contract. The HA may not enter into a HAP contract covering a unit until the unit fully complies with HA inspection standards. Any newly constructed development that has a Certificate of Occupancy less than 1 year old at execution of a HAP contract with the HA will be considered to meet Pre-HAP contract inspection requirements.

Turnover Inspections

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

Annual Inspections

At least annually during the term of the HAP contract, the HA must inspect a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are being maintained in accordance with federally established Housing Quality Standards (HQS). Turnover inspections are not counted toward meeting this annual inspection requirement.

Other Inspections

The HA must inspect contract units whenever needed to determine that contract units comply with HA inspection standards and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The HA must also take into account complaints and other information coming to its attention in scheduling standards.

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

Inspecting HA-Owned or Affiliate-Owned Units

Inspections for HA-owned or affiliate-owned units must be performed by an independent agency designated by the HA and approved by HUD.

F. REHABILITATED AND NEWLY CONSTRUCTED UNITS

In order to offer PBV assistance in rehabilitated or newly constructed units, the HA must enter into an Agreement to Enter into Housing Assistance Payments Contract (AHAP) with the owner of the property.

In the Agreement the owner agrees to develop the PBV contract units to comply with HA inspection standards and the HA agrees that upon timely completion of such development in accordance with the terms of the AHAP the HA will enter into a HAP contract with the owner for the contract units.

If an Agreement covers the development of nine or more contract units (whether or not completed in stages) the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of Housing. The owner, contractors and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5 and other applicable federal labor relations laws and regulations.

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

The Agreement and the HAP Contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs. The owner must also disclose any possible conflict of interest that would be a violation of the AHAP, HAP contract or HUD regulations.

The AHAP must specify the deadlines for completion of the housing and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Upon notice from the owner that the housing is completed, the HA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HA inspection standards and any additional requirements imposed under the AHAP, the HA must determine if the owner has submitted all required evidence of completion. In the HA has determined that the work has been completed in accordance with the AHAP and that the owner has submitted all required evidence of completion the HA must submit the HAP contract for execution by the owner and then must execute the HAP contract.

G. HOUSING ASSISTANCE PAYMENTS CONTRACT

The HA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The Agency may not enter into a HAP contract until each contract unit has been inspected and the HA has determined that the unit complies with HA inspection standards. The HA may enter into a HAP contract with an owner for an initial term of no less than one (1) year and no more than 10 years. The term of the PBV HAP contract will be negotiated with the owner on a case-by-case basis and will provide for the ability to match the term of the HAP contract to the term of another affordable housing subsidy component committed to the project. The HAP contract will include language noting that the funding of the contract is subject to the availability of federal appropriations.

The HA may enter into a renewal agreement with the owner at the time the HA enters into the

initial agreement for a HAP contract or at any time thereafter that is before the expiration of the HAP contract. A renewal agreement may commit an extension for a renewal term of up to 15 years. A renewal agreement will include language noting that the funding of the contract renewal is subject to the availability of federal appropriations.

The HAP contract will provide that the term of the HA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or the HA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations and of funding under the Annual Contributions Contract (ACC) from such appropriations to make full payment to the owner for any contract year in accordance with the terms of the HAP contract. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the HA may terminate all or part of the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

The HA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HA inspection standards. Terminations for non-compliant units will be administered in accordance with the policies used in the tenant-based voucher program that are listed in Chapter 14.

H. DETERMINING CONTRACT RENT AND RENT TO OWNER

Rent to owner will be determined using guidelines implemented within the tenant-based voucher program by HA staff rather than by a HUD approved entity.

If an owner wishes to request an increase in the rent to owner from the HA, it must be requested at the annual anniversary of the HAP contract. The request must be in writing and in the form and manner required by the HA. An owner's request for a rent increase must be submitted to the HA 60 days prior to the anniversary date of the HAP contract and must include the new amount the owner is proposing. If a rent increase is approved, the adjusted amount of the rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract. The HA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HA Local Inspection Standards. The owner may not receive any retroactive increase of rent for any period of noncompliance.

If there is a decrease in the rent to owner, as established in accordance with HA Local Payment Standards, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment.

The rent to owner is re-determined by a written notice by the HA to the owner specifying the amount of the re-determined rent. The HA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

For HA-owned units, the initial rent and the annual redetermination of rent will be determined by an independent entity approved by HUD.

I. SELECTION OF PBV PROGRAM PARTICIPANTS

Many of the provisions of the tenant-based voucher regulations also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. For example, the HA maintains site-based waiting lists at each of its PBV communities. These site-based waiting lists have preferences for selection that differ from the tenant-based voucher program.

To fill vacancies, the HA may select families from the PBV waiting list for the PBV program from those who are who meet the following preferences:

For continuing projects under contract at Casas San Miguel in Cathedral City, preference will be given to households on the waiting list that meet the following criteria and occupancy standards for a studio unit:

- **Live or work in Riverside County; and,**
- **Elderly or Disabled or require supportive services**

For continuing projects under contract at El Solano in Blythe, preference will be given to households on the waiting list that meet the following criteria and occupancy standards for a studio unit:

- **Live or work in Riverside County; and,**
- **Elderly or Disabled.**

For new projects, waiting list preference will be given to the following: ~~for households who resided in the community prior to construction to PBV, and continue to reside in the community, who are currently eligible for participation in the PBV program;~~

- Applicants on a Project-Based Voucher site-based waiting list;
- Eligible households who reside in the proposed PBV contract unit on the date the proposal is awarded;
- Eligible in-place public housing conversion families;
- Eligible public housing families who are displaced due to demolition and/or disposition of a public housing development.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. It is the HA's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan. By maintaining an accurate waiting list, the HA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner. The HA uses site-based waiting lists at each PBV development for admission to its Housing Choice Voucher project-based assistance program.

Owner developers awarded project-based voucher units must submit the following plans to the HA for review and approval prior to execution of an AHAP or HAP contract:

- Marketing Plan to describe marketing and outreach activities;
- Waiting List Management Plan which includes information related to accepting applications, random lottery procedures, procedures for rank order assignment and record keeping;
- Tenant Selection Plan for selecting tenants from the waiting list which cover tenant selection, preferences, screening criteria and procedures and requirements when applicants are ineligible.

The HA PBV Program has the following preference:

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APPENDIX A: GLOSSARY

ABSORPTION: The point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.

ACC RESERVE ACCOUNT (formerly Project Reserve): Account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ADJUSTED INCOME: Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE: Fee paid by HUD to the HA for administration of the program.

ADMINISTRATIVE FEE RESERVE (formerly Operating Reserve): Account established by HA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

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

ALCOHOL ABUSE: HACR has determined that a pattern of alcohol abuse exists when there are two or more criminal charges involving alcohol during a three year period.

ANNUAL CONTRIBUTIONS CONTRACT (ACC): A written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

ANNUAL INCOME: The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

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

ASSETS: (See Net Family Assets.)

ASSISTED TENANT: A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Housing Choice Voucher assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120 percent of the BMIR rent, respectively.

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

CHILD CARE EXPENSES: Reasonable amounts (based on average county wide costs determined by a yearly survey of child care providers and not exceeding the earned income) paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CITIZEN: A citizen or national of the United States.

CO-HEAD: A co-head is the boyfriend, girlfriend, or significant other of the head of the household. This person has equal responsibility for the lease. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent (50058 Instruction Booklet-3h). A Co-head may qualify the family as a disabled or elderly household and consequently receive a \$400 annual allowance. (24CFR 5.403 for disabled/elderly definition of a "family" "two or more persons living together").

CONTINUOUSLY ASSISTED: If the family is already receiving assistance under any 1937 Housing Act program when admitted to the Voucher program, the applicant is considered continuously assisted under the 1937 Housing Act.

CONTRACT: (See Housing Assistance Payments Contract.)

CONTRACT AUTHORITY: The maximum annual payment by HUD to an HA for a funding increment.

CONTRACT RENT: Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the HA.

COURT PROGRAM: A program run by Riverside County Family and Dependency Drug Courts

COVERED PERSON: A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

CREDIBLE EVIDENCE: May be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

DATING VIOLENCE: Violence committed by a person (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) the type of the relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

DEPENDENT: A member of the family household (excluding foster children) other than the family head or spouse/co-head, who is under 18 years of age or is a disabled person or handicapped person, or is a full-time student 18 years of age or over.

DISABLED PERSON: A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act. (42 U.S.C. 423).
2. A person who has a physical, mental, or emotional impairment that:
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and
 - c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 60107).

DISABLED FAMILY: A family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

DISPLACED PERSON: A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

DOMICILE: The legal residence of the household head or spouse/co-head as determined in accordance with state and local law.

DOMESTIC VIOLENCE: Felony or misdemeanor crimes of violence committed by a current or former spouse/co-head of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse/co-head, by a person similarly situated to a spouse/co-head 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.

DRUG: A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

DRUG-RELATED CRIMINAL ACTIVITY: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

ELDERLY FAMILY: A family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in-aides.

EVIDENCE OF CITIZENSHIP: Evidence of citizenship or eligible immigration status means the documents that must be submitted to verify citizenship or eligible immigration status. Citizenship is verified via an original Certified Abstract of Birth within the U.S. or its Territories, or an original Social Security Card in the absence of an original Certified Abstract of Birth. Copies do not demonstrate Evidence of Citizenship.

EXCESS MEDICAL EXPENSES: Any medical expenses incurred by elderly or disabled families only, in excess of 3 percent of annual income that are not reimbursable from any other source.

EXTREMELY LOW INCOME: A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

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

FAMILY: The applicant must qualify as a family as defined in Chapter 2 of this Administrative Plan. Family is used interchangeably with "Applicant" or "Participant" and can refer to a group of persons or a single person family.

FAMILY OF VETERAN OR SERVICE PERSON: A family is a family of a veteran or service person when:

1. The veteran or service person (a) is either the head of household or related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
2. The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless she/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support she/he is legally responsible and the spouse/civil head has not remarried; or (b) not the head of the household, but is permanently hospitalized; provided, that she/he was a family member at the time of hospitalization and at least one related person remains in the family.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM): The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY UNIFICATION PROGRAM (FUP): A HUD-specified funded program (CFR 982.204 (c)) for families for whom a lack of adequate housing is a primary factor in the separation, or threat of imminent separation, of children from their families or in the prevention of reunifying the children with their families. All families must be referred by the local Public Child Welfare Agency and be selected from the waiting list in order of registration date.

FIXED INCOME includes income from:

- Social Security payment to include Supplemental Security income (SSI) and Supplemental Security Disability Insurance (SSDI); or
- Federal, State, local, and private pensions plans; or
- Other periodic payments received from annuities, insurance policies, retirement funds,

disability or death benefits, and other similar types of periodic receipts that are of substantially the same amounts from year to year.

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FOSTER CARE YOUTH (for purposes of the HUD-funded FUP allocation): A youth at least 18 years old and not more than 21 years old (have not reached their 22 birthday) who left foster care at age 16 or older and who lack ~~do not have~~ adequate housing. By statute, housing assistance is limited to 18 months.

FOSTER YOUTH AGING OUT OF FOSTER CARE (for purposes of meeting Level 1 preference criteria): A homeless youth who has aged out of foster care and between the ages of 18-22. Emancipated youth and parenting minors who are homeless and exiting the foster care system may also be eligible under this provision.

FOSTER CHILD: Child whose care, comfort, education, and upbringing has been left to persons other than his natural parents. All foster care income of is excluded.

FOSTER CHILD CARE PAYMENT: Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

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

FUNDING INCREMENT: Each commitment of budget authority by HUD to an HA under the consolidated annual contributions contract for the HA program.

GAINFUL EMPLOYMENT: Employed and working an average of 32 hours per week.

GROSS RENT: The sum of the Contract Rent plus the current utility allowance. If there is no utility allowance, Contract Rent equals Gross Rent. The Gross Rent will be used as the payment standard when it is less than the authorized payment standard.

GUEST: A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

HA: A Housing Authority - either a Public Housing Agency or an Indian Housing Authority or both. The Housing Authority of the County of Riverside is referred to as "HA" or "Housing Authority" throughout this document.

HANDICAP ASSISTANCE: Anticipated costs for care aides and auxiliary apparatus for handicapped or disabled family members that enable a family member (including the handicapped family member) to work.

HANDICAPPED PERSON: [Referred to as a Person with a Disability]. A person having a physical or mental impairment which:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such nature that such ability could be improved by more suitable housing conditions.

HAP CONTRACT: (See Housing Assistance Payments Contract.)

HARD TO HOUSE: Families with three or more minor children are considered a hard to house family. Families that have a disabled person are considered as a hard to house family. Special assistance will be given to these families in finding a rental unit other than their pre-program unit.

HEAD OF HOUSEHOLD: The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOMELESS: Any person or family that: 1) lacks a fixed, regular and adequate nighttime residence; and 2) has a primary nighttime residence that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); (b) an institution that provides a temporary residence for persons intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

HOUSEHOLD: All persons living in the assisted home who have been authorized by the HA. Any person living in the household without permission of the HA is considered an unauthorized household member.

HOUSING AGENCY: A state, county, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). (HA and PHA mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974: Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT: The monthly assistance payment by an HA. The total assistance payment consists of:

1. A payment to the owner for rent to owner under the family's lease
2. An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a utility reimbursement payment.

HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT: A written contract between the HA and an owner in the form prescribed by HUD, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN: (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS): The HUD minimum quality standards for housing assisted under the tenant-based programs.

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

HUD REQUIREMENTS: HUD requirements for the Housing Choice Voucher ~~Section 8~~ programs. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives.

IMPUTED ASSET: Asset disposed of for less than Fair Market Value during the two years preceding examination or reexamination and valued at more than \$5,000.

IMPUTED ASSET INCOME: HUD passbook rate times total cash value of assets. Imputed asset income is used when assets exceed \$5,000.

IMPUTED WELFARE INCOME: The difference between the actual welfare grant received by the family and the amount that would be received by the family if a family member was not sanctioned for fraud, or failure to participate in an economic self-sufficiency program, or comply with a work activities requirement.

INCOME: Income from all sources of each member of the household as determined in accordance with HUD regulations for included and excluded income.

INCOME FOR ELIGIBILITY: Annual Gross Income.

INDIAN: Any person recognized as an Indian or Alaska Native by an Indian Tribe, the Federal Government, or any State.

INDIAN HOUSING AUTHORITY (IHA): A housing agency established either:

1. By exercise of the power of self-government of an Indian Tribe, independent of state law, or
2. By operation of state law providing specifically for housing authorities for Indians

INTEREST REDUCTION SUBSIDIES: The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

INS: The U.S. Immigration and Naturalization Service

LANDLORD: This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner. "Landlord" and "Owner" are used interchangeably. See definition of Owner.

LEASE: A written agreement between an owner and an eligible family for the leasing of a housing unit. The Housing Choice Voucher Program has an Addendum to the Lease that has mandatory language that must be incorporated into any lease the HA uses.

LEGAL GUARDIAN: A guardian appointed by the court to represent the interests of infants, the unborn, or incompetent persons in legal actions. Guardians are adults who are legally responsible for protecting the well-being and interests of their ward, who is usually a minor.

LIVE-IN AIDE: A person 18 years or older who resides with an elderly person or disabled person and who:

1. Is determined to be essential to the care and well being of the person
2. Is not obligated for the support of the person
3. Would not be living in the unit except to provide necessary supportive services
4. Is recommended by a medical professional

LOCAL PREFERENCE: A preference used by the HA to select among applicant families.

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

MARKET RENT: The rent HUD authorizes the owner of FHA-insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in a FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for Housing Choice Voucher Program. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSE: Those total medical expenses, including medical insurance premiums that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance.

MINOR: A member of the family household (excluding foster children) other than the family head or spouse/co-head who is under 18 years of age.

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

MONTHLY ADJUSTED INCOME: 1/12 of the annual income after allowances or adjusted income.

MONTHLY INCOME: 1/12 of the annual gross income.

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

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

NET FAMILY ASSETS: Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of

personal property such as furniture and automobiles is excluded from the definition.

NON-CITIZEN: A person who is neither a citizen nor national of the United States.

NUCLEUS FAMILY: All family members at the time of initial voucher issuance (Intake) plus any members added by marriage, birth, adoption, or court awarded custody.

OCCUPANCY STANDARDS: [Now referred to as Subsidy Standards] Standards established by an HA to determine the appropriate number of bedrooms for households. The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

OTHER PERSON UNDER THE TENANT'S CONTROL: A person, although not staying as a guest in the unit, who is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

OVER-HOUSED (UNIT TOO LARGE FOR SIZE OF FAMILY):

If a participant has a decrease in the family size, the family has the option to be issued a new Voucher or remain in the unit they are currently renting. If the family chooses to remain in the unit, the subsidy standard will be lowered at the next annual re-examination. If the family chooses to move, the Voucher will be issued with the correct subsidy standard. The amount the family pays for rent must be affordable and the tenant portion of rent and the current utility allowance cannot exceed 40% of the adjusted income at the time of lease up. The approved rent will be based on the payment standard for the number of bedrooms the family is eligible for, or the actual number of bedrooms in the unit, whichever is less. In cases where the gross rent is less than the payment standard, it will be used as the payment standard.

OWNER: Any persons or entity having the legal right to lease or sublease housing.

PARTICIPANT: A family that has been admitted to the HA's Housing Choice Voucher Program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (First day of initial lease term).

PAYMENT STANDARD: The amount used to calculate the housing assistance a family will receive in the HA's Housing Voucher Program.

PREFERENCE: See Local Preference.

PREMISES: The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

PROGRAM INTEGRITY MONITORING (PIM): The prevention, detection and investigation of program abuse and fraud. It is driven by the mission of the organization and conducted in a manner respectful of the public, program participants, employees and owners.

PUBLIC ASSISTANCE: Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, State or Local Governments.

PUBLIC HOUSING AGENCY (PHA): A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term PHA includes an Indian Housing Authority (IHA). (HA and PHA mean the same thing.) In this rule, a PHA is referred to as a housing agency (HA).

RANKING PREFERENCE: A preference used by the HA to select among applicant families that qualify for a preference.

REASONABLE ACCOMMODATION: In order to grant equal access and/or an equal opportunity to participate in the HCVP, the PHA will consider requests for reasonable accommodation (reasonable adjustments to the rules, policies, practices, procedures which do not reduce or waive the essential requirements of the program) by persons with disabilities. Accommodations are not reasonable if they require fundamental alterations in the nature of the program, or impose undue financial burdens on the PHA. Requests for reasonable accommodation will be considered on a case-by-case basis.

REMAINING MEMBER OF TENANT FAMILY: The remaining family member is a member of the family who remains in the assisted unit after the death of the Head of Household, or removal of the Head of Household to an assisted living environment, or government facility. To be considered the remaining member of the tenant family, the person must have been previously approved as part of the nuclear family by the HA and be currently living in the unit.

RENT BURDENED: Paying more than 30% of family income for rent. In order to be given the preference of rent burdened, a family must provide evidence that is verifiable

RENT TO OWNER: The total amount of rent payable to the owner by the family and the HA per month for an assisted unit. Side payments are prohibited.

RESIDENCY PREFERENCE: Given to those applicants who, at the time of release from the waiting list, either a) reside in the County of Riverside or b) work (head/ spouse/co-head or sole member of the household is employed) or have been notified that they are hired to work in the County of Riverside. This residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

RESPONSIBLE ENTITY: The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the HA).

SECRETARY: The Secretary of Housing and Urban Development

SECURITY DEPOSIT: A dollar amount that can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SECTION 214: Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SERVICE PERSON: A person in the active military or naval service (including the active reserve) of the United States.

SHARED HOUSING:

An assisted family shares a unit with the other resident or residents of the unit. (See 982.615). The owner of the assisted unit may not live in the unit if they are a relative.

SINGLE PERSON: A person living alone or intending to live alone.

SPECIAL RENTAL ASSISTANCE PROGRAM (for purpose of Level 1 preference):

Active participants that have utilized one of the below rental assistance programs for a continuous 3 year term and no longer require supportive services. Households are eligible to transition to a regular Housing Choice Voucher provided they meet all other eligibility requirements. Verification from the supportive services provider stating that supportive services are no longer needed is required. Eligible programs are:

- Housing Options Program (HOP),
- Shelter Plus Care Program (S+C),
- Veterans Affairs Supportive Housing (VA SH)

SPORADIC INCOME: Income that is not regularly received by the household but is received no more than six times in a year.

SPOUSE: The husband or wife of the head of the household. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It does not cover boyfriends, girlfriends, significant others, or "co-heads".

Accordingly, same sex marriage couples cannot be regarded as "spouses" under any housing program under the United States Housing Act of 1937. (HUD's guidance Public Law 104-199 § 3(a), 110 Stat. 2411, codified at 42 USC § 7)

STALKING: Stalking means (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of the person; or (iii) the spouse/co-head or intimate partner of that person. As used above, immediate family is defined to mean "with respect to a person (A) a spouse/co-head, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or (B) any other person living in the household of that person and related to that person by blood or marriage."

SUBSIDIZED PROJECT: A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) that receives the benefit of

subsidy in the form of:

1. Below-market interest is pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
2. Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
3. Direct loans pursuant to Section 202 of the Housing Act of 1959; or
4. Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
5. Payments under the ~~Section 8~~ Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development act unless the project is owned by a Public Housing Agency;
6. A Public Housing Project.

SUBSIDY STANDARDS: Standards established by an HA to determine the appropriate number of bedrooms for households. The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

TENANT: Tenant is used to refer to participants in terms of their relation to landlords as lessee.

TENANT RENT (Also called Net Family Contribution): The amount payable monthly by the family as rent to the owner (including a HAP or other programs). Where all utilities (except telephone) and other essential housing services are supplied by the owner, tenant rent equals total tenant payment. Where some of all utilities (except telephone) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent to the owner, tenant rent equals total tenant payment less the utility allowance in the Certificate program. In the voucher program, tenant rent is rent to owner less HAP.

TOTAL TENANT PAYMENT (TTP): The amount the HUD rent formula requires the tenant to pay toward rent and utilities.

TRANSITIONAL HOUSING: A housing unit located in a building that contains sleeping accommodations, kitchen, and bathroom facilities. Used exclusively to facilitate the transition of homeless individuals to independent living within twenty-four (24) months and where a governmental body or qualified nonprofit organization provides those individuals with temporary housing and supportive services to assist them in finding and keeping permanent housing.

UNDER-HOUSED (UNIT TOO SMALL FOR SIZE OF FAMILY):

If a unit does not meet HQS space standards due to an increase in family size by birth, adoption, court awarded custody or marriage, the HA will issue a new Voucher.

UNIT: Residential space for the private use of a family.

UTILITIES: Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage service. Telephone and cable service are not included as utilities.

UTILITY ALLOWANCE: If the cost of utilities (except telephone) including range and

refrigerator, and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a HA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VAWA: Violence Against Women's Act

VERY LOW INCOME FAMILY: A lower-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Voucher program.

VETERAN: A person who meets the definition of a veteran according to California Military and Veterans Code Section 980
<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=mvc&group=00001-01000&file=980-980.5>

VIOLENT CRIMINAL ACTIVITY: Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. CFR 5.100

VOUCHER HOLDER: A family holding a Voucher with unexpired search time.

WAITING LIST: List of families organized according to HUD regulations and HA policy that are waiting for subsidy to become available.

WELFARE ASSISTANCE: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local Governments.

WORKING FAMILIES: A family in which the head and/or spouse/co-head is employed and is working at least 32 hours per week at California minimum wage or higher. For families receiving Unemployment or State Disability or Workman's Compensation, prior employment hours will be used to determine the average. Employment hours for both the head and spouse/co-head may be combined when calculating the 32 hrs/wk. minimum requirement.

APPENDIX B: CODE OF CONDUCT

The Housing Authority of the County of Riverside strives to conduct business in accordance with core values and ethical standards. Professional conduct, ethical practices and adherence to all laws, regulations, and government codes are expected by all employees at all times. To ensure compliance with these standards, the following policies have been established:

PROHIBITED ACTIVITIES:

1. Employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties, functions, or responsibilities in a position with the Housing Authority. Employees shall not perform any work, service or counsel for compensation outside of the agency where any part of his/her efforts will be subject to approval by any other officer, employee, board, or commission of this Housing Authority.
2. Prohibited activities shall include but not be limited to:
 - a. Acceptance of money or other consideration from anyone other than the Housing Authority for the performance of duties required or expected of him/her in the regular course of Housing Authority employment.
 - b. Performance of an act in other than his/her capacity as an officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the Housing Authority.
 - c. Any act where time demands would render performance of his or her duties as an officer or employee less efficient and productive.
 - d. Embezzlement and falsification of accounts as defined in the California Penal Code.

CONFLICT OF INTEREST POLICY

1. To avoid potential conflicts of interest, or the appearance of such, it is the policy of this Housing Authority that:
 - A. No employee shall enter into any agreement, written or unwritten, without prior approval from the Assistant Executive Director or his designee, that involves any direct payment or other form of compensation as a result of any program administered by this Housing Authority, either directly or indirectly, through agreements with other parties.
 - B. No employee, officer, or agent of the Housing Authority shall participate directly or indirectly in the selection, award or administration of any contract if a conflict, real or perceived, would be involved. Such conflict would arise when a

financial or other interest in the execution of a contract or in Housing Authority program participation is held by:

- (1) An employee, officer, or agent involved in making the award;
- (2) The relative of such a person (including, but not limited to, spouse or domestic partner or significant other, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, father-in-law, mother in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
- (3) The business partner of such a person; or someone with an interest in,
- (4) An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

THE CONSEQUENCES OF RULE VIOLATIONS:

Any violation of prohibited activities shall be handled as for the acts set out under Section 2.I. (3) of the Agency's personnel policies on Discipline, Dismissal, and Review.

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APPENDIX C: ZERO TOLERANCE POLICY

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE'S POLICY ON ZERO TOLERANCE OF CRIMINAL ACTIVITY

July 1, 2014

PURPOSE

To establish a Housing Authority (HA) policy for zero tolerance of housing and welfare fraud, violent, gang-related, and drug-related (including medical marijuana) criminal activity or any criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or others in the immediate vicinity in any housing program administered by the Housing Authority. If a family is granted court ordered drug diversion then it is the family responsibility to adhere to court mandated requirements and furnish to the PHA proof that the charge was dismissed. Failure to comply with drug diversion will result in termination. Drug diversion will be granted once in a lifetime while on program. Participant households must report, in writing, all criminal activity for any household member within 10 calendar days of its occurrence.

The PHA may terminate assistance for criminal activity by a household member as authorized in this section if the PHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity [24 CFR 966.553 (c), 24 CFR 966.4]. Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probably than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence. Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of raids or arrest warrants.

Criminal activity as listed above, misdemeanor and felony the same, will hereinafter be called "prohibited criminal activity." "Minor traffic offenses" may include offenses such as parking violations, registration violations or failure to provide proof of insurance. Traffic offenses that include illegal use of controlled substances or alcohol related violations of traffic laws are not considered minor. Two or more alcohol related criminal actions within the last **three** year period constitute an abuse of alcohol. All persons receiving rental assistance, regardless of age, will be held to the same standard.

Persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing will be permanently denied admission to any federally assisted housing program. Persons convicted of sex offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations. Exceptions in this policy do not apply to registered sex offenders or any person who was convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.

The Violence Against Women Act (VAWA) prohibits the eviction of, and removal of assistance from, victims living in public or Section 8 assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking.

BACKGROUND

The primary mission of the Housing Authority is to assist low and moderate income families, including elderly and disabled persons, by operating programs which provide them decent, safe and sanitary housing at affordable costs.

POLICY

It is the policy of the Housing Authority of the County of Riverside that:

Prohibited criminal activity will not be tolerated. The Housing Authority will foster crime-free housing by implementing aggressive strategies which will reflect a zero tolerance of prohibited criminal activity by:

The Housing Authority may deny or terminate assistance to any household containing a member that has a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety, or welfare of other tenants. {24 Code of Federal Regulations (CFR) 982.553 (c); 24 CFR 960.202 (a) (2) iii & 24 CFR 203c}.

1. Denying or terminating rental assistance to all households containing a member that has engaged in prohibited criminal activity, unless that member can demonstrate the following:
 - a. Evidence of crime-free living within the last **seven** years and no occurrence of criminal behavior (other than minor traffic offenses), **and**
 - b. Applicant/tenant must not have been incarcerated (in custody or doing any jail time) during the last **seven** years for any action related to any prohibited criminal activity; **and**
 - c. Applicant/tenant would not threaten the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises (i.e. gang related activity); **and**
 - d. Satisfactory adherence to all court and probation/parole mandated conditions for any action related to any prohibited criminal activity;
 - e. For drug-related criminal activity (Evidence of drug-related activity (use/possession of drugs and/or drug-related paraphernalia): The HA may consider enrollment in a court ordered drug rehabilitation/diversion program if there is an active drug-related charge against the applicant/participant. At PHA discretion, first offenders may be only granted an exception to the Zero Tolerance Policy only once (1) per Lifetime due to participation in court ordered drug rehabilitation/diversion program. Approval is not automatic. Repeat or habitual offenders will not be granted an exception to our Zero Tolerance Policy and rental assistance will be denied and/or terminated. The participant cannot elect to join a drug rehabilitation/diversion program in lieu of termination of assistance after the HA has discovered illegal drug-related activity.

For consideration of one lifetime exception to our Zero Tolerance Policy, the following conditions must exist:

- i. The applicant/participant must be a first time participant in a court ordered drug rehabilitation program for any drug-related offense that they are requesting an exception to our Zero Tolerance Policy, **and**
- ii. The applicant/participant must have enrolled in the court ordered drug rehabilitation program prior to the date of the HA's discovery of the drug-related activity, **and**
- iii. Completion of the program must be achieved within the allowed time by the courts, **and**
- iv. Evidence of completion must be provided to the HA within 10 calendar days from the date of completion of the program.

If an exception to our Zero Tolerance Policy is granted by the PHA, the PHA will monitor compliance at the next regularly scheduled re-examination or determination of rental assistance eligibility.

2. Denying or terminating tenancy, in any Housing Authority owned rental unit, to any household containing a member that has engaged in prohibited criminal activity, and who has a history or pattern of criminal activity which would adversely affect the health, safety, or welfare of other tenants, unless that member can demonstrate the following:
 - a. Evidence of crime-free living within the last seven years and no occurrence of criminal behavior (other than minor traffic offenses), **and**
 - b. Applicant/tenant must not have been incarcerated (in custody or doing any jail time) during the last seven years for any action related to any prohibited criminal activity; **and**
 - c. Applicant/participant would not be a detriment to the health, safety, or welfare of his/her neighbors or the community in which they live; whose expected behavior would not have an adverse influence upon sound family and community life; who would not be a source of danger to the peaceful occupancy by the other tenants or cause damage to the premises or property of the Housing Authority or the immediate vicinity; **and**
 - d. Satisfactory adherence to all court and probation/parole mandated conditions for any action related to any prohibited criminal activity;
 - e. For drug-related criminal activity (Evidence of drug-related activity (use/possession of drugs and/or drug-related paraphernalia): The HA may consider enrollment in a court ordered drug rehabilitation/diversion program if there is an active drug-related charge against the applicant/participant. At PHA discretion, first offenders may be only granted an exception to the Zero Tolerance Policy only once (1) per Lifetime due to participation in court ordered drug rehabilitation/diversion program. Approval is not automatic. Repeat or habitual offenders will not be granted an exception to our Zero Tolerance Policy and rental assistance will be denied and/or terminated. The participant cannot elect to join a drug rehabilitation/diversion program in lieu of termination of assistance after the HA has discovered illegal drug-related activity.

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conditions must exist:

- i. The applicant/participant must be a first time participant in a court ordered drug rehabilitation program for any drug-related offense that they are requesting an exception to our Zero Tolerance Policy, **and**
- ii. The applicant/participant must have enrolled in the court ordered drug rehabilitation program prior to the date of the HA's discovery of the drug-related activity, **and**
- iii. Completion of the program must be achieved within the allowed time by the courts, **and**
- iv. Evidence of completion must be provided to the HA within 10 calendar days from the date of completion of the program.

If an exception to our Zero Tolerance Policy is granted by the PHA, the PHA will monitor compliance at the next regularly scheduled re-examination for determination of rental assistance eligibility.

3. Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault, or stalking, provided that the victim member demonstrates the following:
 - a. The perpetrator of the domestic violence no longer resides in the assisted unit.
 - b. Applicant/tenant requesting exception based on 3 above shall complete HUD form 50066 within 14 business days after the HA has requested such certification in writing.
 - c. If the applicant/tenant does not provide the certification within 14 business days after the HA has requested such certification in writing, assistance may be denied/terminated.
4. Alerting all rental assistance program participants and tenants residing in Housing Authority owned housing about their obligation to keep rental units free from prohibited criminal activity.
5. Incorporating the HUD required Tenancy Addendum which includes grounds for termination of tenancy due to criminal activity into all rental leases used by the Housing Authority and requiring the use of said Tenancy Addendum for all private rental property owners in the county.
6. Conducting workshops for rental property owners and managers to stress the importance of screening potential tenants, inspecting the premises of rental property, and taking action against tenants engaged in criminal activity, fraud, or side payments.
7. Seeking a collaborative relationship with all law enforcement agencies within the County of Riverside and the Office of Inspector General to assist in the enforcement of this Amended Policy on Zero Tolerance Policy of Criminal Activity.

8. Screening all housing program applicants and participants including but not limited to the Riverside Superior Court online system, Consolidated Courts of the County of San Bernardino online system, Consolidated Courts of the County of Los Angeles online system, National Credit Reporting (or similar service), any and all available Sex Offender registries, and any other available sources (i.e. police reports, court records, information that is independently verifiable, law enforcement investigations and arrest warrants) to disclose any criminal background information.
9. Providing the Riverside County Sheriff Department with requested incident reports from Public Housing properties, to be used by the Crime Analysis unit in identifying crime patterns, series, and other potential problems.

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APPENDIX D: REASONABLE STEPS TO AFFIRMATIVELY FURTHER FAIR HOUSING

The Housing Authority of the County of Riverside (HACR) in the administration of all programs strives to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act by taking steps to:

- Overcome the effects of impediments to fair housing choice;
- Remedy discrimination in housing; and
- Promote fair housing rights and fair housing choice.

Specific steps include:

1. Marketing HACR programs to all eligible persons, including persons with disabilities and persons with limited English proficiency.

All HACR programs will be marketed to all eligible persons including persons with disabilities and persons with limited English proficiency. This marketing and outreach will include newspaper notices including publications in minority newspapers, outreach to community groups that serve persons with disabilities and persons with limited English proficiency, postings on the HACR website (www.harivco.org), and lobby signs posted in our office locations. Persons with disabilities will be assisted in the application process if requested as a reasonable accommodation. Translation services are available to persons with limited English proficiency at no cost to the participant. HACR also employs several bi-lingual staff members who regularly provide assistance to Spanish speaking applicants/participants.

2. Utilizing buildings and communication that facilitate service delivery to persons with disabilities.

Application intake, office appointments, voucher/contract issuance, and informal hearings are all conducted in accessible office spaces. HACR also provides home visits for appointments upon request as a reasonable accommodation. Sign language and Braille services are also available if necessary to serve hearing and visually impaired persons.

3. Supporting and expanding housing choice through landlord outreach, participant education, and security deposit assistance

HACR conducts workshops for prospective and exiting landlords to educate them on the Housing Choice Voucher Program and HUD guidelines. Participants receive information on housing choice and housing opportunities at all briefing sessions. Additionally, HACR administers a security deposit assistance program for new participants to support housing choice efforts.

4. Referrals to fair housing agencies

Referrals to fair housing agencies are available upon request. Additionally, staff will advise participants to seek fair housing services if a situation arises that warrants such as referral (i.e. landlord/tenant issue, questions regarding tenant rights, renters rights in foreclosure).

5. Informing participants on how to file a fair housing complaint.

The HUD fair housing form is provided to applicants/participants in the applicant briefing packet and upon request. Fair housing notices are posted in all office locations. Applicants/participants are provided assistance in filling out the form and are referred to HUD for additional information and assistance. The toll-free number for the Housing Discrimination Hotline is posted in office lobbies and also provided in briefing packet materials.

6. Staff training

All HACR staff members are informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all participants, including providing reasonable accommodations to persons with disabilities, as part of the agency's overall commitment to quality customer service. Staff is regularly trained on local, state, and federal fair housing laws and issues.

7. The Family Self Sufficiency (FSS) program is an important program for promoting housing opportunities, housing choice, and housing mobility through self-sufficiency. As such, HACR will take additional steps to ensure that this program is administered in a manner that affirmatively furthers fair housing. This includes:

- Advertising widely in the community for the FSS Coordinator Position if a vacancy should occur.

Whenever a FSS coordinator position is available and advertised, HACR will advertise throughout the community allowing all interested parties an opportunity to apply. Notices are published in the local newspapers, posted on the County of Riverside website, and distributed among HACR employees. Consideration will be given to qualified applicants who have experience in fair housing issues, housing counseling, and/or are bi-lingual.

- Marketing the FSS program to all eligible persons, including persons with disabilities and persons with limited English proficiency.

The FSS program will be marketed to all eligible persons, including persons with disabilities and persons with limited English proficiency. HACR markets the FSS program through periodic mailings to all Housing Choice Voucher (HCV) participants; announcements and program descriptions provided in briefing sessions and annual recertification packets; and lobby signs posted in our office locations. Translation services are available to persons with limited English proficiency at no cost to the participant. In addition, HACR employs several bi-lingual staff members who regularly provide assistance to Spanish speaking participants.

- Promoting fair housing in homeownership

The FSS program has a goal of homeownership and housing mobility. To support this goal, HACR employs a full-time Homeownership Coordinator to assist FSS participants with achieving home ownership. FSS participants enrolled in the homeownership program receive information on fair lending practices and laws.

8. Record Keeping

HACR will maintain a record of the following information for all participants: the race, ethnicity, familial status, and disability status of program participants; any reasonable accommodation requests and the disposition of each; and the employment status of all participants. Program information will be reviewed on an ongoing basis for program reporting and planning.

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APPENDIX E: PROGRAM INTEGRITY MONITORING (PIM)

[24 CFR 792.101 to 792.204, 982.54]

INTRODUCTION

The U.S. Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

The HA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families, so that program integrity can be maintained. The HA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the HA's policies for the prevention, detection and investigation of program abuse and fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

The HA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The HA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the HA has a responsibility to HUD, the County of Riverside, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the HA's attention, to investigate such claims.

The HA will initiate an investigation of a participating family in the event of one or more of the following circumstances:

1. Referrals, Complaints, or Tips

The HA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file in such a way as to protect and observe the confidentiality of the informant.

2. Internal File Review

A follow-up will be made if HA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the HA's knowledge of the family, or is discrepant with statements made by the family.

3. Verification of Documentation

A follow-up will be made if the HA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

B. STEPS THE HA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The HA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing program education as the primary means to obtain compliance by families.

1. Things You Should Know

This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules and to clarify the HA's expectations for cooperation and compliance.

2. Program Orientation Session

Mandatory orientation sessions will be conducted by the HA staff for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Checklist Certificate" to confirm that all rules and pertinent regulations were explained to them.

3. Resident Counseling

The HA will encourage participants to attend regularly scheduled program briefings as a part of the recertification process in order to clarify any confusion pertaining to program rules and requirements.

4. Review and Explanation of Forms

At appropriate times and/or at the family's request staff may explain all required forms and review the contents of all (re)certification documents prior to signature.

5. Use of Instructive Signs and Warnings

Instructive signs such as the "Things you should Know" form will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

6. Participant Certification

All family representatives will be required to sign a "Briefing Checklist" and "Family Obligations" form, as contained in HUD's Participant Integrity Program Manual.

C. STEPS THE HA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The HA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

1. Quality Control File Reviews

Prior to initial certification, and at the completion of all subsequent recertifications, a percentage of files will be reviewed. Such reviews shall include, but are not limited to:

- Assurance that verification of all income and deductions is present.
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.
- All forms are correctly dated and signed.

2. Observation

The HA Management and Occupancy Staff (to include inspection personnel) will maintain a high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.

3. Public Record Bulletins

Public Record Bulletins may be reviewed by Management and Staff.

4. State Wage Data Record Keepers

Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

5. Credit Bureau Inquiries

Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

- At the time of final eligibility determination
- When an allegation is received by the HA wherein unreported income sources are disclosed.
- When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

D. THE HA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The HA staff will encourage all participating families to report suspected abuse to **the Program Integrity Monitoring (PIM) division (800-300-0439, ww.programintegrity@rivcoeda.org)**. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented, remain anonymous and/or placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The HA Staff will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

1. File Review

An internal file review will be conducted to determine if the subject of the allegation is a client of the HA and, if so, to determine whether or not the information reported has been previously

disclosed by the family. It will then be determined if the HA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

2. Conclusion of Preliminary Review

If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the HA Staff will initiate an investigation to determine if the allegation is true or false.

E. OVERPAYMENTS TO OWNERS

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate. The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the HA or the tenant, as applicable.

F. HOW THE HA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the HA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. In all cases, the HA will secure the written authorization from the program participant for the release of information. The steps taken will depend upon the nature of the allegation and may include, but are not limited to:

1. Credit Bureau Inquiries (CBI)

In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

2. Verification of Credit

In cases where the financial activity conflicts with file data, a *Verification of Credit* form may be mailed to the creditor in order to determine the unreported income source.

3. Employers and Ex-Employers

Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

4. Neighbors/Witnesses

Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the HA's review.

5. Other Agencies

Investigators, case workers or representatives of other benefit agencies may be contacted.

6. Public Records

If relevant, the HA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records, postal records,

7. Department of Motor Vehicles (DMV)

In cases involving suspected unauthorized tenants and/or unreported vehicles.

8. Enterprise Income Verification (EIV) reports

In cases involving unreported income and/or unreported employers

9. Interviews with Head of Household or Family Members

The HA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate HA office. A high standard of courtesy and professionalism will be maintained by the HA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

10. Other

The HA may use any other resources or tools available.

G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE HA

Documents and other evidence obtained by the HA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." In either case, the participant's file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among HA Staff unless they are involved in the process, or have information which may assist in the investigation.

H. CONCLUSION OF THE HA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

I. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the HA will review the facts to determine:

- The type of violation (procedural, non-compliance, fraud).
- Whether the violation was intentional or unintentional.
- What amount of money (if any) is owed by the family.
- If the family is eligible for continued occupancy.

J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the HA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-compliance (Pre-termination of Assistance Appointment)

This category applies when the family "fails to" observe a procedure or requirement of the HA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family. Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment.
- Failure to return verification in time period specified by the HA.

(a) Warning Notice to the Family

In such cases a notice will be sent to the family which contains the following:

- A description of the non-compliance and the procedure, policy or obligation which was violated.
- The date by which the violation must be corrected, or the procedure complied with.
- The action which will be taken by the HA if the procedure or obligation is not complied with by the date specified by the HA.
- The consequences of repeated (similar) violations.

2. Procedural Non-compliance - Overpaid Assistance

When the family owes money to the HA for failure to report changes in income or assets, the HA will issue a Pre-termination of Assistance Appointment. This Notice will contain the following:

- A description of the violation and the date(s).
- Any amounts owed to the HA.

(a) Participant Fails to Comply with HA's Notice

If the Participant fails to comply with the HA's notice, and a family obligation has been violated, the HA will initiate termination of assistance (Intent to Terminate Assistance letter). The family will be given the right to disagree and to request an informal hearing with instructions for the request of such hearing.

(b) Participant Complies with HA's Notice

When a family complies with the HA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will counsel the participant and may require that they sign Certified Statements regarding their family obligations with the understanding that future incidents may result in termination.

3. Intentional Misrepresentations

When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the HA, the HA will evaluate whether or not:

- The participant had knowledge that his/her actions were wrong, and
- The participant willfully violated the family obligations or the law.

(a) Knowledge that the action or inaction was wrong

This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, briefing checklist certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrong-doing.

(b) The participant willfully violated the law

Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the participant of the misrepresentation.
- That the act was done repeatedly.
- If a false name or Social Security Number was used.
- If there were admissions to others of the illegal action or omission.
- That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member).
- That the participant falsified, forged or altered documents.
- That the participant uttered and certified to statements at an interim (pre) determination which were later independently verified to be false.

4. Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the HA may pursue, depending upon its evaluation of the criteria listed above, one or more of the following actions:

(a) Criminal Prosecution

If the HA has established criminal intent, and the case meets the criteria for prosecution, the HA will:

- Refer the case to the local State or District Attorney, notify HUD's Office of the Inspector General (OIG), and terminate rental assistance.
- Refer the case to HUD's OIG and terminate rental assistance.

(b) Administrative Remedies

The HA will:

- Terminate assistance and demand payment of restitution in full.
- Terminate assistance and execute an administrative repayment agreement in accordance with the HA's Repayment Policy.
- Terminate assistance and pursue restitution through civil litigation.
- Continue assistance at the correct level upon repayment of restitution in full.
- Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the HA's repayment policy.

5. The Case Conference (Meeting) for Serious Violations and Misrepresentations

When the HA has established that material misrepresentation(s) have occurred, a Case Conference will be scheduled with the family representative and the HA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the HA. The purpose of such conference is to review the information and evidence obtained by the HA with the participant,

and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the HA. The family will be given two (2) weeks to furnish any mitigating evidence.

A secondary purpose of the Participant Conference is to assist the HA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the HA will consider:

- The duration of the violation and number of false statements.
- The family's ability to understand the rules.
- The family's willingness to cooperate, and to accept responsibility for his/her actions
- The amount of money involved.
- The family's past history
- Whether or not criminal intent has been established.
- The number of false statements.

6. Notification to Participant of Proposed Action

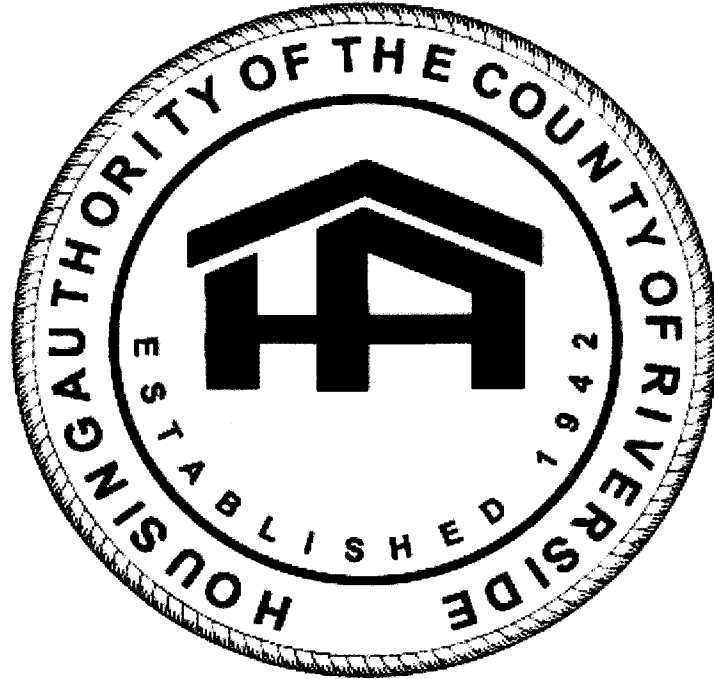
The HA will notify the family of the proposed action no later than 30-60 days after the case conference by mail.

DRAFT 2014

ATTACHMENT

D

**DRAFT STATEMENT OF POLICIES
FOR THE AFFORDABLE PUBLIC
HOUSING PROGRAM**



STATEMENT OF POLICIES

**Admission Policy
Continued Occupancy Policy
Procedures for
Low Income Public Housing**

Draft Effective July 1, 2014



STATEMENT OF POLICIES

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Notice

A. Introduction:

This statement of policy is intended to define the policies over which the Housing Authority of the County of Riverside has discretion. Administration of the Affordable Public Housing Program and the functions and responsibilities of the Housing Authority of the County of Riverside (HA) staff shall be in compliance with the United States Department of Housing and Urban Development's (HUD) Public Housing Regulations as well as federal, state and local fair housing laws and regulations. The Code of Federal Regulations (CFR) Title 24 outlines the program and its various mandatory requirements. This Statement of Policies does not change any of the requirements of 24 CFR and in the event of any apparent differences, the Code of Federal Regulations supersedes. It is the intent of the Housing Authority of the County of Riverside to comply with all program regulations and directives as published by the U. S. Department of Housing and Urban Development. In matters where the HA has discretion, waivers to existing policy shall be determined by the Executive Director or his designee.

The HA is committed to the goals and policies contained in the Housing Element of the General Plan for the County of Riverside and the County of Riverside Consolidated Plan.

B. Service Policy/Accommodations

This policy is applicable to all situations described in this Statement of Policies when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

It is the policy of the HA to be customer service oriented in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

The HA's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may have equal access to the housing programs and related services. Persons requiring special accommodations due to a disability must notify the HA of their needs.

C. Translation of Documents

The Housing Authority will translate documents into other languages when feasible.

D. Family Outreach

It is the goal of the HA to assure that participating families in the program are representative of the County's targeted population groups, as identified in the Consolidated Plan of its area of operation. The HA will publicize and disseminate information to make known the availability of housing assistance and related services for low income families on an as needed basis. The HA will publicize the availability and nature of housing assistance for low income families in a newspaper of general circulation, minority media, and by other suitable means (such as distributing information to non-profit agencies within the county).

E. Privacy Rights and Providing Information to Others

The HA's policy regarding release of information is in accordance with state and local laws which restricts the release of family information. A signed authorization of release of information is required for release of information to interested parties.

The HA's practices and procedures are designed to safeguard the privacy of applicants, program participants, and participating owners or property managers. All applicant and participant hard files and imaged files will be stored in a secure location that is only accessible by authorized staff.

F. Equal Opportunity

The HA practices equal opportunity in hiring, promotion and conditions of employment. The HA will comply with the equal opportunity housing requirements in regard to non-discrimination in housing.

G. Rules and Regulations

This Statement of Policies is set forth to define the HA's local policies for operation of the housing programs in the context of federal laws and regulations. All issues related to Public Housing not addressed in this document are governed by such federal regulations, HUD memos, notices and guidelines, or other applicable law.

H. Jurisdiction

The HA's area of operation is all of the incorporated and unincorporated cities and areas in Riverside County.

I. Monitoring Program Performance, Inspections, Asset Management

The HA will monitor program performance in compliance with the Annual Contributions Contract and other applicable laws, regulations and guidelines. The HA has converted successfully to Asset Management and will continue to monitor and operate its PH developments to comply with any applicable laws, regulations and guidelines in relation to Asset Management. It is the agency's objective to receive the highest rating from HUD using the Public Housing Assessment System (PHAS) or other HUD system.

Inspections will be conducted to ensure that units meet Uniform Physical Condition Standards (UPCS) in accordance with the Code of Federal Regulations 24 CFR Part 5, **Subpart G—Physical Condition Standards and Inspection Requirements** SOURCE: 63 FR 46577, Sept. 1, 1998, unless otherwise noted. **§ 5.701 Applicability.** (a) This subpart applies to housing assisted under the HUD programs listed in 24 CFR 200.853(a). (b) This subpart applies to housing with mortgages insured or held by HUD, or housing that is receiving assistance from HUD, under the programs listed in 24 CFR 200.853(b). (c) This subpart also applies to Public Housing (housing receiving assistance under the U.S. Housing Act of 1937, other than under section 8 of the Act). (d) For purposes of this subpart, the term "HUD housing" means the types of housing listed in paragraphs (a), (b), and (c) of this section. [63 FR 46577, Sept. 1, 1998, as amended at 65 FR 77240, Dec. 8, 2000] **Office of the Secretary, HUD § 5.703 Physical condition standards for HUD housing that is decent, safe, sanitary and in good repair (DSS/GR).** HUD housing must be decent, safe, sanitary and in good repair. Owners of housing described in § 5.701(a), mortgagors of housing described in § 5.701(b), and PHAs and

other entities approved by HUD owning housing described in § 5.701(c), must maintain such housing in a manner that meets the physical condition standards set forth in this section in order to be considered decent, safe, sanitary and in good repair. These standards address the major areas of the HUD housing: the site; the building exterior; the building systems; the dwelling units; the common areas; and health and safety considerations. (a) *Site*. The site components, such as fencing and retaining walls, grounds, lighting, mailboxes/project signs, parking lots/driveways, play areas and equipment, refuse disposal, roads, storm drainage and walkways must be free of health and safety hazards and be in good repair. The site must not be subject to material adverse conditions, such as abandoned vehicles, dangerous walks or steps, poor drainage, septic tank back-ups, sewer hazards, excess accumulations of trash, vermin or rodent infestation or fire hazards. (b) *Building exterior*. Each building on the site must be structurally sound, secure, habitable, and in good repair. Each building's doors, fire escapes, foundations, lighting, roofs, walls, and windows, where applicable, must be free of health and safety hazards, operable, and in good repair. (c) *Building systems*. Each building's domestic water, electrical system, elevators, emergency power, fire protection, HVAC, and sanitary system must be free of health and safety hazards, functionally adequate, operable, and in good repair. (d) *Dwelling units*. (1) Each dwelling unit within a building must be structurally sound, habitable, and in good repair. All areas and aspects of the dwelling unit (for example, the unit's bathroom, call-for-aid (if applicable), ceiling, doors, electrical systems, floors, hot water heater, HVAC (where individual units are provided), kitchen, lighting, outlets/switches, patio/porch/balcony, smoke detectors, stairs, walls, and windows) must be free of health and safety hazards, functionally adequate, operable, and in good repair. (2) Where applicable, the dwelling unit must have hot and cold running water, including an adequate source of potable water (note for example that single room occupancy units need not contain water facilities). (3) If the dwelling unit includes its own sanitary facilities, it must be in proper operating condition, usable in privacy, and adequate for personal hygiene and the disposal of human waste. (4) The dwelling unit must include at least one battery-operated or hardwired smoke detector, in proper working condition, on each level of the unit. (e) *Common areas*. The common areas must be structurally sound, secure, and functionally adequate for the purposes intended. The basement/garage/carport, restrooms, closets, utility, mechanical, community rooms, day care, halls/corridors, stairs, kitchens, laundry rooms, office, porch, patio, balcony, and trash collection areas, if applicable, must be free of health and safety hazards, operable, and in good repair. All common area ceilings, doors, floors, HVAC, lighting, outlets/switches, smoke detectors, stairs, walls, and windows, to the extent applicable, must be free of health and safety hazards, operable, and in good repair. These standards for common areas apply, to a varying extent, to all HUD housing, but will be particularly relevant to congregate housing, independent group homes/residences, and single room occupancy units, in which the individual dwelling units (sleeping areas) do not contain kitchen and/or bathroom facilities. (f) *Health and safety concerns*. All areas and components of the housing must be free of health and safety hazards. These areas include, but are not limited to, air quality, electrical hazards, elevators, emergency/fire exits, flammable materials, garbage and debris, handrail hazards, infestation, and lead-based paint. For example, the buildings must have fire exits that are not blocked and have hand rails that are undamaged and have no other observable deficiencies. The housing must have no evidence of infestation by rats, mice, or other vermin, or of garbage and debris. The housing must have no evidence of electrical hazards, natural hazards, or fire hazards. The dwelling units and common areas must have proper ventilation and be free of mold, odor (e.g., propane, natural gas, methane gas), or other observable deficiencies.

The housing must comply with all requirements related to the evaluation and reduction of lead-based paint hazards and have available proper certifications of such (see 24 CFR part 35). (g) *Compliance with State and local codes.* The physical condition standards in this section do not supersede or preempt State and local codes for building and maintenance with which HUD housing must comply. HUD housing must continue to adhere to these codes.

§ 5.705 Uniform physical inspection requirements.

Any entity responsible for conducting a physical inspection of HUD housing, to determine compliance with this subpart, must inspect such HUD housing annually in accordance with HUD-prescribed physical inspection procedures. The inspection must be conducted annually unless the program regulations governing the housing provide otherwise or unless HUD has provided otherwise by notice. [65 FR 77240, Dec. 8, 2000]

Note: The PHA will inspect units at least once per calendar year, not once per fiscal year as was previously required.

J. PROGRAM INTEGRITY MONITORING (PIM)

The HA administers Program Integrity Monitoring (PIM). The purpose of the program is to ensure that public funds are paid only on behalf of qualified and eligible participants, and to landlords and owners who comply with all contract provisions in accordance with federal regulations. (Refer to Appendix N)

PIM also staffs a toll-free fraud hotline (800) 300-0439. Through this hotline, the public can anonymously report any suspected participant/owner/employee fraud. The fraud hotline number is available through the internet web site as a telephone option when calling the office and Housing Authority newsletters.

K. Requests for Information from Files

The HA will make records available to individuals and organizations with legitimate purposes. In order not to cause a financial burden on the HA, charges for this information will be 25 cents per page for photocopies, and \$30 per hour for staff time in locating and gathering information. If the file is stored in archives, an additional \$35 fee will be charged to request it from storage.

L. Code of Conduct

All employees are expected to abide by the Code of Conduct for the HA, which is included as Exhibit M of this document.

SECTION I. DEFINITION OF TERMS

Absence of Any Member

Any member of the household will be considered permanently absent if she/he is away from the unit for 183 days in a 12 month period, except as otherwise provided in this chapter. A spouse or co-head away in the military are still considered members of the household and their income is included in annual income, except hostile fire pay.

Adjusted Income (annual income less): **(24 CFR Part 5, Subpart F)**

1. Family Income means Total Annual Income less deductions and exemptions specified below and anticipated during the twelve-month period for which Total Family Income is estimated. Such deductions are to be applied uniformly to all families.

- a) A deduction of \$400 for elderly families (whose head, spouse/co-head, or sole member is a person who is at least 62 years of age), and for disabled families (whose head, spouse/co-head, or sole member is a person with disabilities).
- b) A deduction for extraordinary medical expenses, for elderly and disabled families as defined for this purpose to mean medical expenses in excess of 3% of total family income, where not compensated for or covered by insurance.
- c) A deduction for reasonable expenses in excess of 3% of total family income that are anticipated for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. The medical *and* disability assistance expense threshold is a combined total amount of 3% of total family income.
- d) A deduction for *reasonable* child care expenses for the care of children age 12 and younger provided the care is necessary to enable a family member to: work, look for work, or further his education; the expense is not reimbursed by an agency or individual outside the household; and the expenses incurred to enable a family member to work do not exceed the amount earned.
- e) A deduction of \$480 for each member of the family residing in the household (other than the head or spouse/co-head or foster child) who is: under eighteen years of age; a person with disabilities; or a full-time student. A head of household, spouse/co-head, foster child, or live-in aide may *never* be counted as a dependent. A full-time student is one carrying a full time subject load (as defined by the institution) at an institution with a degree or certificate program.

Admission:

The effective date that the family first becomes a participant, resident or tenant under the program, the same date as the initial lease effective date. In the case of adding an adult, the date that the adult is added with HACR consent is considered that persons date of admission. The admission date to the program does not change when a resident transfers units, they keep their original admission date of when they where first housed under the program.

Alcohol Abuse:

The HACR has determined that a pattern of alcohol abuse exists when there are two or more criminal charges involving alcohol during a three (3) year period.

Annual Income (24 CFR Part 5 Subpart F):

- (a) Annual Income is the anticipated total income from all sources received by the family head and spouse/co-head (even if temporarily absent) and by each additional member of the family residing in the household who is at least eighteen years of age, including all net income derived from assets, for the 12 month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring or sporadic, as defined in paragraph (c) of this section, and exclusive of certain other types of income specified in paragraph (d) of this section.
- (b) Annual Income includes, but is not limited to:
- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
 - (2) The net income from operation of a business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from a business);
 - (3) Interest, dividends, and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;
 - (4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;
 - (5) Payments in lieu of earnings, such as unemployment and disability compensation, Worker's Compensation, severance pay, and welfare assistance payments (but see paragraph (c) (3) of this section);
 - (6) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
 - (7) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse/co-head, or other person whose dependents are residing in the unit (but see paragraph (c) (5) of this section);
 - (8) Any earned income tax credit to the extent it exceeds income tax liability;
 - (9) Payments to the head of the household for support of a minor, or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his/her support.
- (c) Annual Income does not include:
- (1) Income from employment of children (including foster children) under the age of 18 years;
 - (2) Payments received for the care of foster children or foster adults;
 - (3) Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Worker's Compensation), capital gains and settlement for personal or property losses (but see paragraph (b) (5) of this section);

- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in-aide;
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8) The following:
 - a) Amounts received under training programs funded by HUD;
 - b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - d) A resident service stipend. This is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. This may include, but is not limited to the patrol hall monitoring, lawn maintenance, and resident initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or
 - e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- 9) Temporary, nonrecurring, or sporadic (including gifts). For example, amounts earned by temporary casual employees whose terms of employment do not exceed 180 days (PIH Notices 2000-1; 2008-26; 2009-19; 2010-38).
- 10) Reparations payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- 11) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household or spouse/co-head);
- 12) Adoption assistance payments in excess of \$480 per adopted child;
- 13) (Reserved)
- 14) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump-sum payment or in prospective monthly payments;
- 15) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- 16) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and

- 17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that include assistance under the 1937 Act (See exclusions in the Guidebook for a listing).
- d). If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal, or cyclic income) or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

Applicant (or applicant family):

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

Assets:

(See Net Family Assets.)

Bifurcation of Lease:

Under the authority provided in Section 6(I)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. § 1437d(1)(6)(B), the Housing Authority may split the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or a lawful occupant under the lease and who engages in criminal acts of physical violence against family members or others. The Housing Authority may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the tenant or a lawful occupant under the lease.

Child Care Expenses:

Amounts anticipated to be paid by the family for the care of children age 12 and under during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect *reasonable* charges for childcare and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment or the amount of the employment that is counted as income in the determination of rent.

Child Custody:

Minor children who are subject to a joint custody agreement, but live with one parent at least 51 percent of the time will be considered members of the household. "51 percent of the time" is defined as 183 days of the year which do not have to run consecutively. When both parents claim the minor child, court documents will prevail. The parent whose address is listed in the school records will also be considered when determining who may claim the school-age minor child as a dependent.

Citizen:

A citizen or national of the United States.

Co-head:

A co-head is one additional adult in the household who is the boyfriend, girlfriend, or significant other of the head of the household. This person has equal responsibility for the lease. A family may have one spouse or co-head, but not both. A co-head never qualifies as a dependent (50058 Instruction Booklet-3h). A Co-head may qualify the family as a disabled or elderly household and consequently receive a \$400 annual allowance. (24CFR 5.403 for disabled/elderly definition

of a “family”—“two or more persons living together”).

Community Service:

If required by HUD regulations, this agency will implement any required community service program. The provisions of community service require all non-exempt adult public housing residents to participate in eight hours of community service and/or economic self-sufficiency activities per month. Exempt residents include those over 62; blind or disabled individuals who certifies that because of this disability she or he is unable to comply with the service provisions; the primary caretaker of a disabled person; individuals working at least 30 hours per week or 30 hours of other work activities; individuals who meet the requirements for being exempted from having to engage in a work activity under the State program funded under part A of the title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program. In implementing the service requirement under 960 Subpart F, the PHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees or replace a job at any location where residents perform activities to satisfy the service requirement.

Continuously Assisted:

If the family is already receiving assistance under any 1937 Housing Act program when admitted to the program, then the applicant is considered continuously assisted under the 1937 Housing Act.

Covered Person:

A tenant, any member of the tenant’s household, a guest or another person under the tenant’s control.

Dating Violence:

Violence committed by a person:

- (1) who is or has been in a dating relationship of a romantic or intimate nature with the victim; and
- (2) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Dependent:

A member of the family household (excluding foster children/foster adults/live-in aides) other than the head of household or spouse/co-head who is under 18 years of age or is a Disabled person or Handicapped person, an adopted child, or is a Full-time Student (an unborn child shall not count as a dependent). Head of household, spouse/co-head, foster child or adult, or live-in aide shall never be considered a dependent.

Disability Assistance Expense:

Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

Disabled person

A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act. (42U.S.C. 423).
2. A person who has a physical, mental or emotional impairment that:
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and
 - c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).
4. For eligibility purposes, a person is not considered disabled solely on the basis of any drug or alcohol dependence.

A Disabled Person for purposes of **approving a reasonable accommodation** request is defined according to the **Fair Housing Act** amended in 1988: "Handicap is defined as a person with a physical and/or mental impairment which substantially limits one or more major life activities, a person having a record of such an impairment or a person who is regarded as having such an impairment. This Act also includes persons affected with the HIV virus, but not persons addicted to a controlled substance."

Disallowance of Earned income from rent determinations

Under the Quality Housing and Work Responsibility Act of 1998 (QHWRA), the rent for eligible families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the first of the month following the date on which the employment begins.

A family eligible for the earned income exclusion is a family residing in a public housing project and:

- (1) whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
- (2) whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
- (3) whose annual income increases as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits, or services under any state program for temporary assistance for needy families (TANF).

Upon the expiration of the first 12-month period referred to above, the rent payable by an eligible family may be increased due to the continued employment of the family member described above, except that in the second 12-month period the amount of the increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable except for this exclusion. The PHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income. *Maximum four year disallowance.* In the case of interrupted employment, the disallowance of increased income of an individual family member is limited to a lifetime 48 month period. Earned Income Disallowance does not apply at admission (in accordance with CFR 960.255). Admission applies to original admission date to program or admission of any other individual to an already assisted unit at any time. Persons added to the assisted unit are not eligible for Earned Income Disallowance at the time they are admitted but may at a

later date if they meet the qualifications for Disallowance and have a new qualifying event.

Displaced:

A single person or family who has been displaced by governmental action as certified by a city, state or federal agency or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws.

Domestic Violence:

Includes felony or misdemeanor crimes of violence committed by a current or former spouse/co-head of the victim, by a person with whom the victim share a minor child in common, by a person who is cohabitated with or has cohabitated with the victim as a spouse/co-head, by a person similarly situated to a spouse/co-head 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.

Drug:

A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-Related Criminal Activity:

The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Elderly/Disabled Family:

A family whose head or spouse/co-head or whose sole member is an elderly person, a disabled person, or a handicapped person as defined in this section; or may be two or more elderly, disabled or handicapped persons living together; or one or more such persons living with another person who is determined to be essential to his/her care and well being.

Elderly Person:

A person who is at least 62 years old.

Eligible Non-Citizen:

A person who is neither a citizen nor a national of the United States that has eligible immigration status as defined by HUD.

Employment:

For the purposes of determining Disallowance of Earned Income, a person who is working at least the equivalent of ten (10) hours per week for fifty (50) weeks per year at minimum wage (see Gainful Employment and Working Family for other definitions).

Evidence of Citizenship:

Evidence of citizenship or eligible immigration status means the documents that must be submitted to verify citizenship or eligible immigration status.

Excess Medical Expenses:

Any medical expenses incurred by elderly or disabled families only, in excess of 3 percent of annual income that are not reimbursable from any other source.

Extremely Low Income:

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

Family:

The applicant must qualify as a family. A family may be a single (one) person or a group of persons.

1. The term "family" means:
 - a. Two or more persons sharing residency whose combined income and resources are available to meet the household needs or have evidenced a stable family relationship; or
 - b. Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides;
 - c. A single, pregnant woman (PHA's must verify pregnancy when it is the sole basis for determining eligibility. In cases where an immediate determination cannot be made, PHA's may require a physician's certificate); or
 - d. A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the child's temporary absence from the home, and is not intended to enlarge the space available.
 - e. A single (one) elderly (62 years of age or older) or a single (one) disabled person; or
 - f. A single (one) displaced person; or
 - g. Any "other single (one)" person
 - h. For Continued Occupancy purposes only, the remaining member of a tenant family

Family of Veteran or Service Person:

A family is a family of a veteran or service person when:

1. The veteran or service person (a) is either the head of household or related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
2. The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless she/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support she/he is legally responsible and the spouse/co-head has not remarried; or (b) not the head of the household, but is permanently hospitalized; provided, that she/he was a family member at the time of hospitalization and at least one related person remains in the family.

Flat Rent:

The rent paid by a family choosing flat rent instead of income-based rent. Flat rent is based on comparable market rents in the area and is determined annually. The Flat Rent amount for "mixed" families is prorated. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens.

Foster Child/Adult:

A child/adult whose care, comfort, education, and upbringing has been left to persons other than his natural parents and who has been placed in the home by the court or a government agency. All foster care income of is excluded. A foster child/adult is not eligible for continued

occupancy as a remaining member as they are not considered a family member as defined by regulations.

Full-Time Student:

A person (excluding head of household or spouse/co-head) who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gainful Employment:

Employed and working an average of 32 hours per week.

HA:

A Housing Authority - either a Public Housing Agency or an Indian Housing Authority or both. The Housing Authority of the County of Riverside is referred to as "HA" or "Housing Authority" or "PHA" throughout this document.

Head of Household:

The "head of the household" is that family member who is held responsible and accountable for the family (and whose name will normally appear on the dwelling lease); however, *all* adults are responsible and accountable for following the terms of the lease.

Homeless:

Any person or family that: 1) lacks a fixed, regular and adequate nighttime residence; and 2) has a primary nighttime residence that is: (a) a supervised public or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); (b) an institution that provides a temporary residence for persons intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. A person or persons residing on a temporary basis with a family member or other person is not considered homeless.

FOSTER YOUTH AGING OUT OF FOSTER CARE (for purposes of meeting Level 1 preference criteria): A homeless youth who has aged out of foster care and between the ages of 18-22. Emancipated youth and emancipated parenting minors who are homeless and exiting the foster care system may also be eligible under this provision.

Housing Agency:

A state, county, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). (HA and PHA mean the same thing.)

HUD:

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

HUD Requirements:

HUD requirements for the Section 8 programs, which includes the Affordable Public Housing Program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives.

Immediate Family Member:

A spouse/co-head, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed Asset:

Asset disposed of for less than Fair Market Value during the two years preceding examination or reexamination and valued at more than \$5,000.

Imputed Asset Income:

HUD passbook rate times total cash value of assets. Imputed asset income is used when assets exceed \$5,000.

Imputed Welfare Income:

The difference between the actual welfare grant received by the family and the amount that would be received by the family if a family member was not sanctioned for fraud, or failure to participate in an economic self sufficiency program, or failure to comply with a work activities requirement. The difference is included in household income whether actually received by the family or not. Imputed Welfare Income is not included at initial admission to the program.

Income:

Income from all sources of each member of the household as determined in accordance with HUD regulations for included and excluded income.

Income for Eligibility:

Annual Gross Income.

Live in Aide:

A person who resides with person(s) (on a 24-hour basis) who are elderly, near elderly, and/or have a disability, and:

- Is determined by the PHA to be essential to the care and well-being of the person(s), and
- Is not obligated for the support of the person(s), and
- Who would not be living in the unit except to provide necessary supportive services.

A live-in Aide is not a family member and is not eligible for continued assistance as a remaining member, nor is a Live in Aide required to sign the lease. A live-in Aide and Head of Household must sign a Live-In Aide Addendum to the Lease and must be verified annually. At any time, the PHA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, if the person:

- Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- Commits drug-related criminal activity or violent criminal activity
- Is subject to lifetime registration as a sex offender
- Currently owes rent or other amounts to any PHA in connection with the Housing Choice Voucher Program (Section 8) or public housing assistance under the 1937 Act.
- If the head of household requires a live-in aide, the head of household must not be a live-in/caretaker for someone else.
- Is currently receiving rental assistance under any federally subsidized rental assistance program.
- If the live-in aide would not be living in the unit except to provide the necessary

supportive services (i.e. parent of a child).

- A PHA may only approve one additional bedroom for a live-in aide. Although a live-in aide may have PHA-approved family member/s live with him/her in the assisted unit, no additional bedrooms will be provided for the family members of the live-in aide. The PHA must ensure that occupancy standards and UPCS will not be violated and that there will be no more than two people per bedroom or living/sleeping space in the unit in accordance with PHA occupancy standards. If the approval of additional family members of a live-in aide would result in the violation of UPCS or the PHA occupancy standards, the additional family members of the live-in aide may not be approved. PIH 2010-51 (HA)

Local Preference:

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

Low Income Family:

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

Medical Expense:

Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed and that are not covered by insurance or any other source. Out of pocket medical expenses are deducted for qualified disabled and elderly families only.

Military Services of the United States:

"Military Service of the United States" means only the Army, Navy, Air Force, Marine Corps and Coast Guard. Such service does not include Merchant Marine, Red Cross, UNRRA, or any other organization not actually part of the Military or Naval service of the United States.

Minimum Rent:

\$50 monthly rent less the utility allowance deduction.

Minor:

A member of the family household (excluding foster children) other than the family head or spouse/co-head who is under 18 years of age.

Mixed Family:

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

Monthly Adjusted Income:

One-twelfth of adjusted annual income.

Monthly Income:

One-twelfth of annual income.

National:

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

Net Family Assets:

Value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property, such as furniture and automobiles, shall be excluded. In cases where a Trust fund has been established and the Trust is not revocable by, or under the control of, any member of the family or household, the value of the Trust fund will not be considered an asset, so long as the fund continues to be held in trust. Any income distributed from the Trust fund shall be counted when determining Annual Income under paragraph of this section. In determining Net Family Assets, the PHA shall include the value of any assets over \$2,000 disposed of by an applicant or tenant for less than Fair Market Value (including a disposition in Trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than Fair Market Value if the applicant or tenant receives important consideration not measurable in dollar terms.

Non-Citizen:

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

Non-citizen students.

Non-citizen students as defined by HUD in the non-citizen regulations are not eligible for assistance.

Nucleus Family:

All family members at the time of initial application (Intake) plus any members added by marriage, birth, adoption, or court awarded custody. The nucleus family excludes foster children, adults and live-in aides.

Occupancy Standards:

Standards established by an PHA to determine the appropriate number of bedrooms for households. The occupancy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

Participant:

A family that has been admitted to the HA's Public Housing program. The family becomes a participant on the effective date of the initial lease is first executed by the HA for the family.

Preference:

See Local Preference.

Premises:

The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Previously unemployed:

Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Pro-ration of Assistance for “Mixed” Families

Pro-ration of assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens. Pro-rated assistance is calculated using the flat rent of the unit, total tenant payment, housing maximum rent (according to unit bedroom size), number of family members with eligible immigration status, number of family members without eligible immigration status and the utility allowance calculation.

Public Housing Agency (PHA):

Any State, County, Municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for low income families.

Reasonable accommodation:

In order to grant equal access and/or an equal opportunity to participate in the Public Housing program, the PHA will consider requests for reasonable accommodation (reasonable adjustments to the rules, policies, practices, procedures, and physical premises which do not reduce or waive essential requirements of the program) by persons with disabilities. Accommodations are not reasonable if they require fundamental alterations to the unit or in the nature of the program, or impose undue financial burdens on the PHA. Requests for reasonable accommodation will be considered on a case-by-case basis. The person with a disability or guardian or responsible party of the person with a disability, must submit a written Reasonable Accommodation request. The Housing Authority will verify the need through third party verification from the patient’s designated medical professional. There must be a nexus between the requested accommodation and the disability. The family may be required to pay for the cost of the reasonable requested accommodation/modification as determined by the HA.

Remaining Member:

A family member listed on the lease who continues to live in the unit after all other family members have left. If the remaining member signed the lease, the person could continue in the program after signing a new lease. If the remaining member did not sign the lease, the PHA would determine if the person is eligible for the program, and suitable as a tenant (according to Admission procedures in place). The PHA reserves the right to consider a transfer to a unit of appropriate bedroom size upon determination of the remaining member’s status. A Live-in Aide or foster child/adult is not considered a family member and is not eligible to be a remaining member.

Rent Burdened:

Paying more than 30% of family income for rent. In order to be given the preference of rent burdened, a family must provide evidence that is verifiable.

Residency Preference:

Given to those applicants who, at the time of release from the waiting list, either: a) reside in the County of Riverside; or b) work in the County of Riverside (head/spouse/co-head or sole member of the household is employed) or have been notified they are hired to work in the

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

Responsible Entity:

The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the HA).

Secretary:

The Secretary of Housing and Urban Development

Service Person:

A person in the active military or naval service (including active reserve) of the United States.

Single Person:

A person living alone or intending to live alone.

Spouse:

Spouse means the husband or wife of the head of the household. PHA's are directed to follow HUD's guidance when applying policy: The Defense of Marriage Act (DOMA), Public Law 104-199 § 3(a), 110 Stat. 2419, codified at 1 USC § 761. "In determining the meaning of any Act of Congress, or of any ruling, regulation, or interpretation of the various administrative bureaus and agencies of the United States, the word "marriage" means only a legal union between one man and one woman as husband and wife, and the word "spouse" refers only to a person of the opposite sex who is husband and wife."

Public Law 104-199 § 3(a) appears intentionally broad and prohibits the recognition of same-sex marriage for any federal program, even if state law recognizes such a union. DOMA provides for no exceptions.

Accordingly, same sex marriage couples cannot be regarded as "spouses" under any housing program under the United States Housing Act of 1937.

Stalking:

To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse/co-head or intimate partner of that person.

Temporary Financial Hardship:

Decrease of income lasting less than 60 days.

Tenant:

The Head of Household and other household members residing in the assisted unit with PHA written consent. A live-in aide or foster child is not a household member. A tenant is also referred to as a Resident or Participant.

Tenant Rent:

Tenant rent is the Total Tenant Payment less the Utility Allowance, or Flat Rent, and is chosen by the family annually (at reexamination), or one time annually at time of hardship if at Flat Rent. That is the amount payable monthly by the family as rent to the PHA. Pro-ration of assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens.

Total Tenant Payment:

The Total Tenant Payment (TTP) shall be the greatest of:

1. 30 percent of family monthly adjusted income;
2. 10 percent of family monthly income;
3. Minimum Rent of \$50.00

Transitional Housing:

A housing unit located in a building that contains sleeping accommodations, kitchen, and bathroom facilities. Used exclusively to facilitate the transition of homeless individuals to independent living within twenty-four (24) months and where a governmental body or qualified nonprofit organization provides those individuals with temporary housing and supportive services to assist them in finding and keeping permanent housing.

Uniform Physical Condition Standards (UPCS):

Standards established by HUD intended to ensure that public housing units are decent, safe, sanitary and in good repair.

Unit:

Residential space for the private use of a family.

Utilities:

Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage service. Telephone and television services are not included as utilities.

Utility Allowances:

An amount deducted from the Total Tenant Payment for utilities not provided by the PHA, an amount equal to the estimate established under Part 965 of the Code of Federal Regulations of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement also known as Utility Assistance Payment (UAP):

The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. An Utility Reimbursement is not paid for a Public Housing family that is paying Flat Rent.

VAWA: Violence Against Women Act.

Very Low-Income Family:

A Lower Income family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the

basis of its finding that such variations are necessary because of unusually high or low family incomes.

Veteran:

A person who meets the definition of a veteran according to California Military and Veterans Code Section 980

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=mvc&group=00001-01000&file=980-980.5>

Waiting List:

A list of families organized according to HUD regulations and HA policy who are waiting for subsidy/unit to become available.

Welfare Assistance:

Welfare or other payments to families or individuals based on need, that are made under programs funded, separately or jointly, by Federal, State, or local Governments.

Working Family:

A family in which the head of household or spouse/co-head is employed and is working an average of at least 32 hours per week at California minimum wage or higher or receiving State Disability, Unemployment or Workman's Compensation in lieu of earnings provided that the person was employed and working at least 32 hours per week at California minimum wage prior to receiving State Disability, Unemployment or Workman's Compensation. Employment hours for the head of household and/or spouse/co-head may be combined to equal at least 32 hours per week at California minimum wage or higher.

DRAFT

SECTION II. ADMISSION POLICIES - CONDITIONS GOVERNING ELIGIBILITY

A. Eligibility for Admission

For admission to HUD aided public housing units operated by this PHA, only those applicants who meet all of the following requirements shall be eligible:

1. Who qualify as a family, as defined in Section I. (A.) hereof.
2. Who are citizens or who are non-citizens with eligible immigration status as described in Title 24 of the Code of Federal Regulations, Part 5. A family that has some ineligible members but at least one member with eligible immigration status may be eligible for prorated assistance.
3. Whose Annual Income, as defined in Section I.(U) hereof, does not exceed the applicable income limits for admission (Low or Very Low Income, whichever is applicable) approved by the Department of Housing and Urban Development.
4. Whose credit report, previous housing record and rent paying habits are satisfactory.
5. Who would not be a detriment to the health, safety, or welfare of his neighbors or the community in which they live.
6. Whose expected behavior would not have an adverse influence upon sound family and community life.
7. Who would not be a source of danger to the peaceful occupancy by the other tenants or cause damage to the premises or property of the Authority.
8. Who conform to the Occupancy Standards for admission set forth in Section II. E hereof.
9. For the purpose of increasing security for the residents of public housing, the PHA may allow police officers to reside in public housing. Police Officer is defined as "a person who, during the time of residence in that public housing is employed on a full-time basis as a duly licensed, professional police officer by a Federal, State or local government or by an agency of these governments." Police officers will be offered units based on the Flat Rent schedule for that project and will be exempted from qualifying under the Income Limits. An outreach to local police agencies may be made to encourage occupancy in public housing units. **24CFR 960 Subpart E, 505 (a)(b)**

In order to determine the applicant's suitability as a tenant, the HA will run credit checks with the applicant's written release. The applicant's criminal history will be checked. The State listing of Registered Sex Offenders will also be checked and any applicant or family member found on that list will be denied.