

## Chapter 14

### CONTRACT TERMINATIONS

#### 14.1 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.

#### 14.2 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 will be effective once the unit has passed inspection and the tenant has taken occupancy of the new unit.

#### 14.3 TERMINATION OF LEASE BY OWNER

The lease may provide for termination without cause after initial term of the lease upon advanced 90 day written notice of termination by owner to participant with a copy to the HA. The lease may terminate by mutual written consent between the owner and participant during (or after) 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.

For owner termination notices of less than 90 days during the initial lease term, or subsequent lease term, (including month-to-month tenancies after the initial 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 and state law (see note below). The owner and participant may mutually agree to a shorter period by written consent between the owner and participant. The HAP contract terminates automatically if the lease is terminated by the owner or the tenant. A copy must be provided to the HA. After the initial lease term "Good cause" does not need to be demonstrated if the termination occurred during month to month tenancy, however at least 90 days advance notice must be provided to participant with a copy to the HA. 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".

Please note: California Civil Code 1954.535 states, "Where an owner terminates or fails to renew a contract or recorded agreement with a governmental agency that provides for rent limitations to a qualified tenant, the tenant or tenants who were the beneficiaries of the contract or recorded agreement shall be given at least 90 days' written notice of the effective date of the termination and shall not be obligated to pay more than the tenant's portion of the rent, as calculated under the contract or recorded agreement to be terminated, for 90 days following receipt of the notice of termination or nonrenewal of the contract." *Wasatch Property Management v. Degrate* (2005) 35 Cal.4th 1111 [29 Cal.Rptr.3d 262].

#### 14.3.1 **Evictions**

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).

The Owner must give the PHA a copy of any Eviction Notices served to the participant.

Family Eligibility for Continued Assistance: Termination of tenancy is not an automatic termination of assistance unless the family is:

- 1. Evicted and owes money to the landlord (i.e., unpaid rent), the PHA will determine the family ineligible for issuance of another voucher.
- 2. 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.

**Please note:** A stipulation is still considered an eviction.

#### **14.4 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 Annual Contributions Contract (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.

#### **14.5 TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS**

There must be at least one member with eligible immigration status. If no family members have eligible 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

#### 15.1 **INTRODUCTION** [24 CFR 982.552 (c)(1)(iii)]

The HA may deny assistance for an applicant or terminate assistance for a participant because of the family's action or failure to act. The HA has determined that 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. 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. If the termination was due to fraud, the applicant/participant is ineligible for a lifetime. 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 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 to act will not reside in the unit [24 CFR 982.552(c)(2)(ii)]

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.

#### 15.2 **GROUND FOR DENIAL OF ASSISTANCE** (24 CFR 982.552-553)

##### 15.2.1 **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

##### 15.2.2 **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 [see 982.553(a)(1)] 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 California Penal Code Section 290.4(a). 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 California 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](http://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.

#### **15.2.3 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.
5. 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.

6. 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.
7. 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.
8. 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.
9. If the family has been engaged in criminal activity or alcohol abuse as described in 24 CFR 982.553.
10. 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.
11. 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.

### **15.3 GROUNDS FOR TERMINATION OF ASSISTANCE (24 CFR 982.552-553)**

#### **15.3.1 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.

#### **15.3.2 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. If a single-person household 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.

### **15.3.3 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.
5. 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.
6. 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
7. 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.
8. 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.
9. 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.
10. 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.
11. If an applicant or family violates the Policy on Prohibited Criminal Activity.

### **15.4 VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT (VAWA) of 2013**

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 Reauthorization Act of 2013 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 participant/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.

#### **15.4.1 VAWA EMERGENCY TRANSFER PLAN**

The Housing Authority of the County of Riverside is concerned about the safety of its participants, and such concern extends to participants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), HACR allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the participant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.

The ability of HACR to honor such request for participants currently receiving assistance, however, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HACR has another dwelling unit that is available and is safe to offer the participant for temporary or more permanent occupancy. This plan identifies participants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to participants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the Housing Choice Voucher Program, the Moderate Rehabilitation Program and the Project Based Voucher Program is in compliance with VAWA.

#### **Eligibility for VAWA Emergency Transfers**

A participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: The participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit. If the participant is a victim of sexual assault, the participant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section, however, the request may not be approved if they have serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against them.



If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), the PHA must ensure that the victim retains assistance.

The factors to be considered in making this decision under the PHA policy may include:

- (1) Whether the assistance should remain with family members remaining in the original assisted unit.
- (2) The interest of minor children or of ill, elderly, or disabled family members.
- (3) Whether family members are forced to leave the unit as a result of actual or threatened domestic violence, dating violence, sexual assault, or stalking.
- (4) Whether any of the family members are receiving protection as victims of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L, and whether the abuser is still in the household.
- (5) Other factors specified by the PHA.

To consider lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking addressed in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), provided that, if a PHA chooses to bifurcate a lease, no assistance will be given for an individual who does not meet housing eligibility and 24 CFR 5.508(h)(2) applies to submission of evidence of citizenship or eligible immigration status. If there are no remaining members with eligible immigration status the lease and rental assistance must be terminated within 30 days in accordance with 24 CFR

#### **Reasons a Participant Eligible for Occupancy Rights Under VAWA May Be Evicted or Assistance May Be Terminated**

Nothing in this section limits any available authority of a covered housing provider to evict or terminate assistance to a participant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the participant or an affiliated individual of the participant. You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HACR cannot hold participants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to participants who have not been victims of domestic violence, dating violence, sexual assault, or stalking. The protections described in the "Notice of Occupancy Rights under the Violence Against Women Act For All Tenants" might not apply, and you could be evicted and your assistance terminated, if HACR can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other participants or tenants or those who work on the property. If HACR can demonstrate the above, HACR should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **VAWA Emergency Transfer Request Documentation**

To request an emergency transfer, the participant shall notify HACR's management office and submit a written request for a transfer to their assigned caseworker at 5555 Arlington Avenue; Riverside, CA 92504 or their assigned caseworker at 44-199 Monroe, Suite B; P.O. Box 1747; Indio, CA 92201. HACR will provide reasonable accommodations to this policy for individuals with disabilities. The participant's written request for an emergency transfer should include either:

1. A statement expressing that the participant reasonably believes that there is a threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under HACR's program; OR
2. A statement that the participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the participant's request for an emergency transfer.

(1) In response to a written request to the applicant or tenant/participant from HACR, the applicant or tenant may submit, as documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, any one of the following forms of documentation, where it is at the discretion of the tenant or applicant which one of the following forms of documentation to submit:

- (i) The certification form described in 24 CFR 5.2005(a)(1)(ii); or
- (ii) A document:
  - (A) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
  - (B) Signed by the applicant or tenant;and
  - (C) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under § 5.2003; or
- (iii) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (iv) At the discretion of HACR, a statement or other evidence provided by the applicant or tenant.

### **Submission of Documentation:**

The time period to submit documentation is 14 business days from the date that participant receives a written request from HACR asking that participant provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. HACR may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period within 14 business days that participant receives a written request from HACR. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by HACR, HACR does not need to grant the participant any of the VAWA protections.

(2) If HACR receives documentation under paragraph (1)(ii) of this section that contains conflicting information (including certification forms from two or more members of a household each claiming

to be a victim and naming one or more of the other petitioning household members as the perpetrator), the HACR may require an applicant or tenant to submit third-party documentation, as described in paragraphs (1)(ii), (1)(iii), or (1)(iv) of this section, within 30 calendar days of the date of the request for the third-party documentation.

(3) Nothing in this paragraph (1) shall be construed to require a HACR to request that an individual submit documentation of the status of the individual as a victim of domestic violence, dating violence, sexual assault, or stalking.

#### **Confidentiality**

HACR will keep confidential any information that the participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the participant gives HACR written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the participant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the participant. See the "Notice of Occupancy Rights under the Violence Against Women Act For All Tenants" for more information about HACR's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

#### **VAWA Emergency Transfer Timing and Availability**

HACR cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HACR will, however, act as quickly as possible to move a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. The Lease and Housing Assistance Payments Contract may be divided (bifurcated) in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking. If a participant reasonably believes a proposed transfer would not be safe, the participant may request a transfer to a different unit. If a unit is available, the transferred participant must agree to abide by the terms and conditions that govern occupancy in the unit to which the participant has been transferred. HACR may be unable to transfer a participant to a particular unit if the participant has not or cannot establish eligibility for that unit. If HACR has no safe and available units for which a participant who needs an emergency is eligible, HACR will assist the participant in identifying other housing providers who may have safe and available units to which the participant could move. At the participant's request, HACR will also assist participant in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

#### **Safety and Security of Participants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe. Participants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY). Participants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohi.rainn.org/online/>. Participants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://>

[www.victimsofcrime.org/our-programs/stalking-resource-center](http://www.victimsofcrime.org/our-programs/stalking-resource-center).

**Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking:**

*For help regarding an abusive relationship*, you may call the National Domestic Violence Hotline at 1-800-799-7233 ([www.thehotline.org](http://www.thehotline.org)) or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact Riverside County Coalition for Alternatives to Domestic Violence, 1-800-339-7233; 951-320-1370 ([www.alternativestodv.org](http://www.alternativestodv.org)) and/or Shelter From the Storm, 1-800-775-6055 ([www.shelterfromthestorm.com](http://www.shelterfromthestorm.com)) and/or Safe Alternatives for Everyone, 951-587-3900 ([www.safefamiliesca.org](http://www.safefamiliesca.org)) and/or Riverside County Victim Services, 951-955-5450 ([www.rivcoda.org/opencms/victimwitness](http://www.rivcoda.org/opencms/victimwitness)) and/or National Teen Dating Helpline at 1-866-331-9474 ([www.loveisrespect.org](http://www.loveisrespect.org)).

*For participants who are or have been victims of stalking seeking help* may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center> and/or The California Victim Compensation Board, 1-800-777-9229 ([www.vcgcb.ca.gov/victims](http://www.vcgcb.ca.gov/victims)).

*For help regarding sexual assault*, you may contact Riverside Area Rape Crisis Center, 1-888-686-7273 ([www.rarcc.org](http://www.rarcc.org)); 951-686-7273 and/or the National Sexual Assault Hotline, 1-800-656-4673 ([www.rainn.org](http://www.rainn.org)) and/or The California Victim Compensation Board 1-800-777-9229 ([www.vcgcb.ca.gov/victims](http://www.vcgcb.ca.gov/victims)).

*Victims of stalking seeking help* may contact Victims of Crime Resource Center, 1-800-842-8467 and/or National Center for Victims of Crime Resource Center, 202-467-8700 ([www.victimsofcrime.org/our-programs/stalking-resource-center](http://www.victimsofcrime.org/our-programs/stalking-resource-center)) and/or Victim Connect Helpline, 855-484-2846 ([www.victimconnect.org](http://www.victimconnect.org)).

**15.5 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. By statute, housing assistance for Family Unification Program (FUP) Foster Care Youth is limited to 36 months except for Foster Care Youth who sign a FSS Contract of Participation (Form HUD-52650) prior to the expiration of the 36 month time limit, in which case they will maintain their housing assistance for the entire length of the FSS Contract of Participation for a period not exceeding the length of the FSS Contract of Participation. In most cases, this limit will be no more than 5 years; however, if the FSS Contract of Participation is extended [in accordance with 24 CFR 984.303(d)], the FUP Youth voucher can be extended no more than 2 years beyond the initial 5 year expiration date] If a FUP youth participating in this demonstration fails to comply with the terms and conditions of the FSS Contract of Participation without good cause and is terminated from the FSS program, the FUP youth is no longer considered a participant in this demonstration. With FSS termination, the FUP youth is subject to the statutory time limit of 36 months, beginning from the time the first HAP contract is signed. If the FUP youth has been assisted for more than 36 months, the PHA terminates assistance to the FUP youth household. Prior to termination, the PHA will offer an informal hearing to a FUP youth wishing to appeal a PHA decision to terminate.

**15.6 PARTICIPANT FAMILY OBLIGATIONS**

(24 CFR 982.551)

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.
2. 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.
3. The family must disclose and verify Social Security numbers and must sign and submit consent forms for obtaining information in accordance with HUD regulations.
4. Any information supplied by the family must be true and complete.
5. The family is responsible for an HQS and/or UPCS-V breach caused by the family or their invitees.
6. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.
7. The family may not commit any serious or repeated violation of the lease.
8. 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.
9. The family must give the HA a copy of any owner eviction notice in writing within 10 calendar days of occurrence.
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
11. 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 calendar 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).
12. The family must notify the HA in writing within 10 calendar days of occurrence if any family member no longer resides in the unit.
13. 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.
14. 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.
15. The family must not sublease or let the unit.
16. The family must not assign the lease or transfer the unit.
17. 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.
18. The family must not own or have any interest in the unit.
19. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
20. 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.

21. 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.
22. 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.

#### **15.6.1 Explanations and Terms**

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

#### **15.6.2 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 to act 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.

#### **15.6.3 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.

#### **15.6.4 HQS and/or UPCS-V 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 and/or UPCS-V breaches by the HA in accordance with HUD regulations.

#### **15.6.5 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 or any other criminal activity that violates the Policy on Prohibited 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.

## **15.7 PROCEDURES FOR NON-CITIZENS**

### **15.7.1 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.

### **15.7.2 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.

### **15.8 AUTOMATIC TERMINATION OF HAP CONTRACT** (24 CFR 982.455)

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.

### **15.9 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

**15.9.1 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 terminate.

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## Chapter 16

### OWNER DISAPPROVAL AND RESTRICTIONS

#### 16.1 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.

#### 16.2 DISAPPROVAL OF OWNER

[24 CFR 982.306(c)]

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 disbarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24, 2 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 and/or UPCS-V 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.
- HA 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, 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.

**16.3 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.

**16.4 OTHER REMEDIES FOR OWNER VIOLATIONS**

**16.4.1 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

#### 17.1 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

#### 17.2 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.

##### 17.2.1 Late Payments

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.

### **17.3 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.

#### **17.3.1 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 will be terminated from the housing assistance program and ineligible for a lifetime. The reason for termination and the amount owed will be added to the Enterprise Income Verification (EIV) Debts Owed Module under the Head of Household however, all adult members at the time of termination are financially responsible for the debts owed.

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.

### **17.4 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

#### 18.1 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.

#### 18.2 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.

#### 18.3 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. Applicants who are returned to the waiting list for not meeting preferences are not entitled to an informal review.

#### 18.4 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 10 calendar 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 (including but not limited to preferences, etc).
2. General policy issues or class grievances (including but not limited to preferences, etc).
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 and/or UPCS-V.
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 hearing.

### **18.5 INFORMAL HEARING**

**24 CFR 982.555 (a)(1)**

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.
6. A determination to terminate assistance of a FUP youth participating in the Family Unification Program and Family Self Sufficiency Demonstration fails to comply with the terms and conditions of the FSS Contract of Participation without good cause and is terminated from the FSS program, the FUP youth is no longer considered a participant in this demonstration. With FSS termination, the FUP youth is subject to the statutory time limit of 36 months, beginning from the time the first HAP contract is signed. If the FUP youth has been assisted for more than 36 months, the PHA terminates assistance to the FUP youth household. Prior to termination, the PHA will offer an informal hearing to a FUP youth wishing to appeal a PHA decision to terminate.

In accordance with 24 CFR 982.555 (a)(2) in the cases described in Clauses 4, 5 and 6 of this Section 18.5, the PHA must give the opportunity for an informal hearing before the PHA terminates housing assistance payments for the family under an outstanding HAP contract. Note: In the event the unit fails to meet Housing Quality and/or UPCS-V Standards (HQS), no Housing Assistance Payment (HAP) will be made after the specified termination date.

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 and/or UPCS-V. However, the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS and/or UPCS-V caused by the family as described in 24 CFR 982.551.
7. An HA determination that the unit is not in accordance with HQS and/or UPCS-V 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.

#### **18.6 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 10 calendar 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 provided 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.



If the decision to terminate assistance is upheld, the HA will mail out the Informal Hearing Upheld letter. The HAP is only paid up until the date of the decision letter or the Contract Termination date, whichever is later.

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.

#### **18.7 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 U.S. Immigration and Customs Enforcement (ICE) 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.

##### **18.7.1 ICE Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the ICE 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 ICE within 30 calendar days or to request an informal hearing with the HA either in lieu of or subsequent to the ICE appeal.

If the family appeals to ICE, 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 ICE, 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.

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## Chapter 19

### FAMILY SELF-SUFFICIENCY (FSS) PROGRAM

#### 19.1 INTRODUCTION

Family self-sufficiency (FSS) is a HUD program that encourages communities to develop local strategies to help voucher families [including Family Unification Program (FUP) Foster Care Youth who join FSS as part of the FUP Unification Program and Family Self Sufficiency Demonstration and who were referred to the HA by the Riverside County Public Child Welfare Agency (PCWA)] 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 and FUP Foster Care Youth who join FSS 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 Housing Choice Voucher (HCV) 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 everyone'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.

#### 19.2 ENROLLMENT AND RECRUITMENT

All Housing Choice Voucher (HCV) participants are eligible for FSS program. FUP Foster Care Youth referred to the HA by the Riverside County Public Child Welfare Agency (PCWA) are eligible to enroll in FSS prior to the expiration of their 36 month time limit of the FUP Youth Voucher. Current Foster Care Youth will be notified of this opportunity in writing at their initial briefing and their annual review prior to expiration of their 36 month time limit and the notification will state the time frame to enroll in the FUP FSS Demonstration (which is prior to expiration date of their FUP Youth Voucher 36 month time limit). A FUP Youth cannot enroll in FSS after the initial 36 month time limit has expired. 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 premise 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. Eligible Youth: FUP eligibility requires a dual-agency determination. The PCWA certifies at the time of application for FUP that the youth is at least 18 years old and not more than 24 years old (has not reached 25th birthday) who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older and who does not have adequate housing. The PHA determines eligibility for voucher assistance. Age eligibility (i.e. determining that a youth is between the ages of 18-24) is only performed at the time of admission (refer to date of

application). Youth can continue their assistance on the FUP-youth program until the time limit of the voucher is reached, even if the youth is older than 24 at that time.

In addition, consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990(ADA), PHAs may be required to make reasonable accommodations in PHA policies and practices for youth with disabilities.

For FUP Foster Care Youth lack of adequate housing means youth is:

- a) living in substandard or dilapidated housing;
- b) homeless;
- c) in imminent danger of losing their housing;
- d) displaced by domestic violence;
- e) living in an overcrowded unit; or
- f) living in housing not accessible to the youth or the youth's disabled child or children, due to the nature of the disability.

For additional details on youth eligibility, including definitions for the terms used to define lack of adequate housing, see the 2010 FUP Notice of Funding Availability (NOFA) at <http://archives.hud.gov/funding/2010/fupsec.pdf>.

### **19.3 CONTRACT OF PARTICIPATION**

The participant (including FUP Foster Care Youth) 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. Program participants with a FUP Youth Voucher who sign a FSS Contract of Participation (Form HUD-52650) prior to the expiration (36 month time limit from initial voucher issue date) of their FUP Youth Voucher will be afforded the full length of the FSS Contract of Participation without regard to the amount of time remaining on their original 36 month time limit and will maintain their housing assistance for a period not exceeding the length of the FSS Contract of Participation. The requirements of compliance and consequences for not complying with the terms and conditions of the FSS Contract of Participation are reviewed with the FUP Youth at the time the FSS Contract of Participation is signed.

The requirements of compliance and consequences for not complying with the terms and conditions of the FSS Contract of Participation are reviewed with the FUP youth at the time the FSS Contract of Participation is signed.

\*Termination: By statute, housing assistance for FUP Foster Care Youth is limited to 36 months except for Foster Care Youth who sign a FSS Contract of Participation (Form HUD-52650) prior to the expiration of the 36 month time limit, in which case they will maintain their housing assistance for the entire length of the FSS Contract of Participation for a period not exceeding the length of the FSS Contract of Participation. In most cases, this limit will be no more than 5 years; however, if the FSS Contract of Participation is extended [in accordance with 24 CFR 984.303(d)], the FUP Youth voucher can be extended no more than 2 years beyond the initial 5 year expiration date. If a FUP youth participating in this demonstration fails to comply with the terms and conditions of the FSS Contract

of Participation without good cause and is terminated from the FSS program, the FUP youth is no longer considered a participant in this demonstration. With FSS termination, the FUP youth is subject to the statutory time limit of 36 months, beginning from the time the first HAP contract is signed. If the FUP youth has been assisted for more than 36 months, the PHA terminates assistance to the FUP youth household. Prior to termination, the PHA will offer an informal hearing to a FUP youth wishing to appeal a PHA decision to terminate.

\*This provision differs from the alternative requirement for FSS established in 79 FR 78100-01, *Waivers and Alternative Requirements for the Family Self-Sufficiency Program*, which does not allow PHAs to terminate voucher assistance for failure to comply with the FSS Contract of Participation. Because the demonstration language that permits HUD to waive sections of Section 8(x) directly connects participation in FSS and FUP, participation in FSS is required after current statutory time limit of 36 months for FUP youth. PHAs may not terminate voucher assistance for FUP youth because of failure to comply with an FSS Contract of Participation prior to the end of the first 36 months of assistance.

**PUBLIC LAW 114-201—JULY 29, 2016 130 STAT. 782 HOUSING OPPORTUNITY THROUGH MODERNIZATION ACT OF 2016; SEC. 110. FAMILY UNIFICATION PROGRAM FOR CHILDREN AGING OUT OF FOSTER CARE.** Section 8(x) of the United States Housing Act of 1937 (42 U.S.C. 1437f(x)) is amended— (1) in paragraph (2)(B)— (A) by striking “18 months” and inserting “36 months”; (B) by striking “21 years of age” and inserting “24 years of age”; and (C) by inserting after “have left foster care” the following: “, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless”; (2) by redesignating paragraph (4) as paragraph (5); and (3) by inserting after paragraph (3) the following new paragraph: “(4) COORDINATION BETWEEN PUBLIC HOUSING AGENCIES AND PUBLIC CHILD WELFARE AGENCIES.—The Secretary shall, not later than the expiration of the 180-day period beginning on the date of the enactment of the Housing Opportunity Through Modernization Act of 2016 and after consultation with other appropriate Federal agencies, issue guidance to improve coordination between public housing agencies and public child welfare agencies in carrying out the program under this subsection, which shall provide guidance on— “(A) identifying eligible recipients for assistance under this subsection; “(B) coordinating with other local youth and family providers in the community and participating in the Continuum of Care program established under subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381 et seq.); “(C) implementing housing strategies to assist eligible families and youth; “(D) aligning system goals to improve outcomes for families and youth and reducing lapses in housing for families and youth; and “(E) identifying resources that are available to eligible families and youth to provide supportive services available through parts B and E of title IV of the Social Security Act (42 U.S.C. 621 et seq.; 670 et seq.) or that the head of household of a family or youth may be entitled to receive under section 477 of the Social Security Act (42 U.S.C. 677).”

#### **19.4 INDIVIDUAL TRAINING AND SERVICE PLAN (ITSP)**

Individual training and services plan means a written plan that is prepared for the head of the FSS family, and each adult member of the FSS family who elects to participate in the FSS program, by the PHA in consultation with the family member, and which sets forth:

- (1) The supportive services to be provided to the family member;
- (2) The activities to be completed by that family member; and
- (3) The agreed upon completion dates for the services and activities. Each individual training and services plan must be signed by the PHA and the participating family member, and is attached to, and incorporated as part of the contract of participation. An individual training and services plan must be prepared for the head of the FSS family.

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.

### **19.5 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. For FUP Foster Care Youth PCWA requirements remain unchanged under this demonstration and the PCWA must offer FUP youth services for the first 18 months of their participation in FUP. A list of services the PCWAs must offer FUP youth is found in the 2010 FUP Notice of Funding Availability under section C(1)(b)(5)(f): <http://archives.hud.gov/funding/2010/fupsec.pdf>.

### **19.6 ESCROW ACCOUNTS**

In general, as a family's earned income increases, the amount the family must pay for rent increases. When this happens and earned income exceeds the household earned income that was in effect on initial FSS contract start date and family's Current Adjusted Income is greater than the HUD's published Applicable Lower Income Limit the family would not qualify for an Escrow credit. If the family is eligible for a monthly escrow credit, 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: Aid to Families with Dependent Children (AFDC), Gainful Activity (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.

If a family moves into homeownership, they will be declared an FSS graduate. Any accrued escrow funds will be awarded, and the family will end its participation in the FSS program.

If a family graduates from the FSS program and is awarded any accrued escrow funds, that family will be eligible to re-enroll in the FSS program in the future (after a one-year waiting period), but will not be eligible to earn and receive another FSS escrow account.

If a family has their FSS Contract of Participation expire or terminate, and no escrow funds have been paid, that family will be eligible to re-enroll in the FSS program after a one-year waiting period.

Upon successful completion of their FSS contract, the FSS family will be asked for a letter requesting graduation from the FSS program. That letter will need to provide: 1) description of the family's situation when they started the FSS program; 2) self-certification regarding welfare assistance in the past 12 months; and 3) the family's plans for the escrow funds. If this letter is not provided after two requests from the Housing Authority, or after 90 days, then the family may be terminated from the FSS program and any accrued escrow funds may be forfeited. In order to graduate, family must be in good standing with the program and meet all contract and regulatory obligations.

### **19.7 SUPPORTIVE SERVICES FOR HCVP FSS PARTICIPANTS**

Supportive services means those appropriate services that a PHA will make available or by referral/agreement with another agency (directly or indirectly), or cause to be made available to an

FSS family under a contract of participation, and may include:

- (1) Child care—child care of a type that provides sufficient hours of operation and serves an appropriate range of ages;
- (2) Transportation—transportation necessary to enable a participating family to receive available services, or to commute to their places of employment;
- (3) Education—remedial education; education for completion of secondary or post secondary schooling;
- (4) Employment—job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation;
- (5) Personal welfare—substance/alcohol abuse treatment and counseling;
- (6) Household skills and management—training in homemaking and parenting skills; household management; and money management;
- (7) Counseling—counseling in the areas of: (i) The responsibilities of homeownership; (ii) Opportunities available for affordable rental and homeownership in the private housing market, including information on an individual's rights under the Fair Housing Act; and (iii) Money management; and
- (8) Other services—any other services and resources, including case management, reasonable accommodations for individuals with disabilities, that the PHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.

Additional Examples of Supportive Services:

- 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).

## CHAPTER 20

### PROGRAM INTEGRITY MONITORING (PIM)

[24 CFR 792.101 to 792.204, and 24 CFR 982.54]

#### **20.1 INTRODUCTION**

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

#### **20.2 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:

##### **20.2.1 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.

##### **20.2.2 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.



### **20.2.3 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).

## **20.3 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 by emphasizing program education as the primary means to obtain compliance by families.

### **20.3.1 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.

### **20.3.2 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 (Briefing), the family representative will be required to sign, the Voucher, the "Important Points to Remember" form, and the "What is Fraud" form.

### **20.3.3 Resident Counseling**

The HA will as a part of the recertification process invite participants into the HA office in order to clarify any confusion pertaining to program rules and requirements.

### **20.3.4 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.

### **20.3.5 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.

### **20.3.6 Participant Certification**

All family representatives will be required to sign the "What is Fraud" form, "Important Points to Remember", any other form deemed necessary as contained in HUD's Participant Integrity Program Manual.

## **20.4 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.

#### **20.4.1 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.

#### **20.4.2 Observation**

The HA Management and Program Staff (to include inspection personnel) will maintain 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.

#### **20.4.3 Public Record Bulletins**

Public Record Bulletins may be reviewed by Management and Staff.

#### **20.4.4 State Wage Data Record Keepers**

Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, November 7, 1988, 102 Stat. 3224 may be made annually in order to detect unreported wages or unemployment compensation benefits.

#### **20.4.5 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.

### **20.5 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; [www.programintegrity@rivco.org](mailto:www.programintegrity@rivco.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.

#### **20.5.1 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.

#### **20.5.2 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.

#### **20.6 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 (such as those listed below). Payments otherwise due to the owner may be debited in order to repay the HA or the tenant, as applicable.

- 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

#### **20.7 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:

##### **20.7.1 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.

##### **20.7.2 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.

##### **20.7.3 Employers and Ex-Employers**

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

##### **20.7.4 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.

##### **20.7.5 Other Agencies**

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

**20.7.6 Public Records**

If relevant, the HA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked include, but are not limited to, real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records, postal records, social media, etc.

**20.7.7 Department of Motor Vehicles (DMV)**

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

**20.7.8 Enterprise Income Verification (EIV) reports**

In cases involving unreported income and/or unreported employers

**20.7.9 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.

**20.7.10 Other**

The HA may use any other resources or tools available.

**20.8 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 be kept in a separate "work file" and kept in a secured area. 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. In the event that the results of the investigation leads to the termination of rental assistance, the information used to support the termination will then be kept in the participant's file.

**20.9 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.

**20.10 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/owner.
- If the family is eligible for continued rental assistance.

**20.11 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.

#### **20.11.1 Procedural Non-compliance (Pre-termination of Assistance Appointment)**

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.

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.

#### **20.11.2 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 (if known, otherwise this will be determined at a later time once all evidence is gathered).

##### **(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(s) or program rule(s) 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.

#### **20.11.3 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, Eligibility Questionnaire, "What is Fraud", and "Important Points to Remember" are adequate to establish knowledge of wrong-doing.

**(b) The participant and/or owner willfully violated the law**

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

- An admission by the participant and/or owner 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 and/or owner omitted material facts which were known to him/her (e.g., employment of self or other household member).
- That the participant and/or owner falsified, forged or altered documents.
- That the participant and/or owner verbalized and completed certified statements or other documentation which were later independently verified to be false.

**20.11.4 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 stated 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 and/or State municipalities and/or the District Attorney, notify HUD's Office of the Inspector General (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 and/or criminal 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.
- For owner fraud, prevent them from renting their units to program participants.

(c) All other remedies available to the HA in law and equity.

**20.11.5 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 ten (10) calendar days 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.

**20.11.6 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.

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## CHAPTER 21

### PROJECT-BASED VOUCHERS

#### PART I: GENERAL REQUIREMENTS

##### **21.1 INTRODUCTION (DESCRIPTION OF PBV PROGRAM) (24 CFR 983.5)**

The Project-Based Voucher (PBV) program is administered by Public Housing Authorities Agencies who also administer the tenant-based Housing Choice Voucher program, or Section 8 and the Veterans Affairs Supportive Housing (VASH) Voucher Program. PBV is assistance that is tied directly to a unit in an approved project, unlike HCV, where assistance is tied to the participant. The policies regarding the Housing Choice Voucher program apply to the PBV program, except where they are specifically altered in this chapter. The Housing Authority at its discretion can project base Section 8 vouchers and VASH vouchers in accordance with its administrative plan and the Code of Federal Regulations. In administering the Project-Based Voucher program, the goals of this Housing Authority are to:

- Attract more affordable developments to the Housing Authority's jurisdiction;
- Leverage PBV with other financing sources;
- Preserve affordable units that might otherwise become market-rate units;
- Increase affordability of housing for families making at or below 30% of the area median income; and
- Further HUD and Housing Authority goals of deconcentration;
- Increase the Permanent Supportive Housing Stock;
- Develop Housing Authority owned sites;
- Develop Housing in Transformative Climate and Sustainable Communities; and-
- Expanding housing and economic opportunities.

The Housing Authority may enter into contracts for Project-Based Vouchers based on the policies outlined in this chapter.

##### **21.2 LEVEL OF ASSISTANCE (24 CFR 983.6)**

The Housing Authority will appropriate no more than 20% of the Section 8 Budget Authority (BA) allocated to the HA by HUD in the ~~for~~ Project-Based Vouchers program.

Additional Project-Based Units [Federal Register (FR) notice (82 FR 5458) published on January 18, 2017, as revised by FR notice 82 FR 32461 published on July 14, 2017 ~~FR Notice 1/18/17~~]

The Housing Authority may project-base an additional 10 percent of its units above the 20 percent program limit, if the units provided those additional units fall into one of the following categories:

- Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302) and continued in the Continuum of Care Interim Rule at 24 CFR 578.3.
- Are specifically made available to house families that are comprised of or include a veteran.

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- Veteran means an individual who has served in the United States Armed Forces.
- Provide Supportive Housing to persons with disabilities or elderly persons as defined in 24 CFR 5.403. (see Appendix A:Glossary for definition of Supportive Housing)
- Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates.
- For these projects, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project. While PBV projects located in a census tract with a poverty rate at 20 percent or less are excluded from the 25 percent unit cap, those projects are subject to an alternative income exempting requirement that is the greater of 25 units or 40 percent of the units. [Federal Register (FR) notice (82 FR 5458) published on January 18, 2017, as revised by FR notice 82 FR 32461 published on July 14, 2017 FR Notice 7/14/17].

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Housing Authority Policy

The Housing Authority will set aside units above the 20 percent program limit for all applicable allowable additional PBV units project base an additional 10 percent of its units above the 20 percent program limit in accordance with the provisions set forth in this section 21.2 under the heading "Additional Project-Based Units."

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**TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE**  
**[24 CFR 983.2]**

Many of the tenant-based voucher program regulations set forth in 24 CFR Part 982, also apply to the PBV program. Consequently, many of the Housing Authority policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at set forth in 24 CFR 983.2.

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Housing Authority Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations set forth in 24 CFR Part 983, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

**RELOCATION REQUIREMENTS [24 CFR 983.7]**

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Relocation costs may not be paid from voucher program funds; however, provided payment of relocation benefits is consistent with state and local law, the Housing Authority may use their administrative fee reserve to pay for relocation assistance after all other program administrative expenses are satisfied. Use of the administrative fee reserve in this manner must be consistent with legal and regulatory requirements, including the requirements of 24 CFR 982.155 and other official HUD issuances. The cost of required relocation assistance may be paid with funds provided by the

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owner, local public funds, or funds available from other sources. Housing Authorities may not use voucher program funds to cover relocation costs, except that Housing Authorities may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

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The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. The Housing Authority must require the owner to comply with the URA and 49 CFR part 24. It is the responsibility of the Housing Authority to ensure the owner complies with these requirements.

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In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term "initiation of negotiations" means the execution of the agreement between the owner and the Housing Authority.

#### **EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]**

The PHA Housing Authority must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program including the authority. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, the PHA Housing Authority must comply with the PHA Housing Authority Plan certification on civil rights and affirmatively furthering fair housing certification, submitted by the Housing Authority in accordance with 24 CFR 903.7(o).

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## **PART II: PBV OWNER PROPOSALS**

### **OVERVIEW**

With certain exceptions, the PHA Housing Authority must describe the procedures for owner submission of PBV proposals and for PHA Housing Authority selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, the PHA Housing Authority must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56], and meets the site selection standards [24 CFR 983.57]. The PHA Housing Authority may not commit PBVs until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 [Notice PIH 2011-542017-21 (HA)].

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### **21.3 OWNER PROPOSAL SELECTION PROCEDURE (24 CFR 983.51)**

The Housing Authority may use one of the following methods to select owner proposals:

1. Request for Proposal (RFP): The Housing Authority may issue a competitive request for PBV proposals. An RFP may not be limited to a single site and may not impose

restrictions that practically preclude owner submission of proposals for PBV on different sites. The Housing Authority will publish an RFP in at least one newspaper of general circulation, as well as post the RFP on the Housing Authority website. The submission deadline will be included in the RFP and a detailed application and selection criteria will be provided to all interested parties.

2. At the discretion of the Housing Authority, projects may be selected for PBV assistance using proposals for housing developed using federal, Administrative Plan 21.2, state, or local government housing assistance, community development, or a supportive services program that requires competitive selection of proposals (e.g., HOME, competitively-awarded Low-Income Housing Tax Credit), where the proposal has already been selected in accordance with such program's competitive selection requirements within three years of the Housing Authority's PBV selection date, and the earlier selection proposal did not involve any consideration that the project would receive Housing Authority PBV assistance. Once a project is selected to receive PBV assistance, the Housing Authority will give public notice of its selection on its website at [www.harivco.org](http://www.harivco.org).

### **3. Units Selected Non-Competitively Where Housing Authority has Ownership**

{Federal Register (FR) notice (82 FR 5458) published on January 18, 2017, as revised FR notice 82 FR 32461 published on July 14, 2017 ~~24 CFR 983.51(b)~~}

For certain public housing projects where the PHAHousing Authority has an ownership interest or control and will spend a minimum amount per unit on rehabilitation or construction, the PHA-Housing Authority may select a project without following one of the two processes above in cases which the PHAHousing Authority is engaged in an initiative to improve, develop, or replace a public housing property or site.

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#### Housing Authority Policy

The PHAHousing Authority may attach PBVs to projects owned or controlled by the PHAHousing Authority as described above on a case-by-case basis.

The Housing Authority is proposing to award projects based vouchers to the following PHAHousing Authority owned projects listed below ~~n~~Non-cCompetitively:

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1. Perris Park Apartments – The Housing Authority's affiliated non-profit Riverside Community Housing Corp. (RCHC) is in the process of acquiring an 80 unit apartment project in the City of Perris, located at 1450 South Perris Boulevard, Perris, CA 92570 identified as Assessor's Parcel No. 313-290-020. The property consist of 32 two-bedroom units, 32 three bed-room units, and 16 four bed-room units. The property is an existing affordable housing project built in 2000 that has been struggling financially and in need of repairs as a result. The RCHC was created as an affiliate to the Housing Authority for the purpose of, among other things, financing, acquiring, owning and managing affordable housing developments in the County of Riverside for persons of low and moderate income. The Housing Authority is proposing to award this project a total of 79 project based vouchers non-competitively under this section. As part of the acquisition of this property the RCHC is proposing to substantially rehabilitate the property and bring the project in compliance with housing and quality standards.

Awarding this project PBVs will insure the long term stability of this project for the foreseeable future.

2. Desert Rose Apartments – In 2008 the Housing Authority acquired the 100 unit Ripley Migrant Farm Worker Center and converted the facility to a year round 76 unit housing complex for rental housing to extremely low-income household and farm workers. The property over the years has experienced an abnormal high vacancy rate and as result of that the project is struggling financially and no longer feasible to continue to operate at a loss. The Housing Authority is proposing to award this property a total of 11 PBVs to insure that the property remains financially feasible and available to very low income residents. The Housing Authority is also exploring bringing in service providers to the property that can offer after school programs for the children and work development programs for its residents.

**Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]**

PHA Housing Authority procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the PHA Housing Authority. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the PHA Housing Authority request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

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PHA Housing Authority Policy PHA Housing Authority Request for Proposals  
The PHA Housing Authority will advertise its request for proposals (RFP) for rehabilitated and newly constructed newly constructed housing in the following newspapers and trade journals:

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Press Enterprise and Desert Sun

Other local publications serving specific geographic areas within the Housing Authority's jurisdiction, including, where appropriate:

- Palo Verde Times

In addition, the PHA Housing Authority will post the RFP and proposal submission and rating and ranking procedures on its web site.

The PHA Housing Authority will publish its advertisement in the newspapers mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the PHA Housing Authority estimates that it will be able to assist under the funding the PHA Housing Authority is making available. Proposals will be due in the PHA Housing Authority office by close of business 30 calendar days from the date of the last publication.

In order for the proposal to be considered, the owner must submit the proposal to the PHA Housing Authority by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

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**PHA Housing Authority-Owned Units [24 CFR 983.51(e), 983.59, Notice PIH 2017-21 (HA)]**

A PHA Housing Authority owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the Housing Authority PHA owned units were appropriately selected based on the selection procedures specified in the Housing Authority PHA administrative plan. If the Housing Authority PHA selects a proposal for housing that is owned or controlled by the Housing Authority PHA, the Housing Authority PHA must identify the entity that will review the Housing Authority PHA proposal selection process and perform specific functions with respect to rent determinations and inspections.

In the case of Housing Authority PHA-owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by the Housing Authority PHA and a HUD-approved independent entity. In addition, an independent entity must determine the rent to owner, the re-determined rent to owner, and reasonable rent. Housing quality standards inspections must also be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for the Housing Authority jurisdiction (unless the Housing Authority PHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

**Housing Authority PHA Policy**

The Housing Authority PHA may submit a proposal for project-based housing that is owned or controlled by the Housing Authority PHA. If the proposal for Housing Authority PHA-owned housing is selected, the Housing Authority PHA will use Nan McKay & Associate or another qualified entity to review the Housing Authority PHA selection and establish PBV contract rents (initial rent to owner and re-determined rent to owner), perform all HQS inspections and rent reasonableness activities for Housing Authority PHA owned units and provide a copy of the results to the HUD field office where the project is located. The Housing Authority PHA has obtained HUD approval to utilize Nan McKay & Associates. The Housing Authority PHA will obtain HUD approval of any new entity prior to selecting the proposal for Housing Authority PHA-owned housing.

The Housing Authority PHA may only compensate the independent entity from Housing Authority PHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The Housing Authority PHA may not use other program receipts to compensate the independent entity for its services. The Housing Authority PHA and independent entity may not charge the family any fee for the appraisal or the services provided by the independent entity.

**Housing Authority PHA Notice of Owner Selection [24 CFR 983.51(d)]**

The Housing Authority PHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice

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procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

Housing Authority PHA Policy

Within 10 business days of the Housing Authority PHA making the selection, the Housing Authority PHA will notify the selected owner in writing of the owner's selection for the PBV program. The Housing Authority PHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, the Housing Authority PHA will post the notice of owner selection on its web site. The announcement will include the name of the owner that was selected for the PBV program.

The Housing Authority PHA will make available to any interested party its rating and ranking sheets and documents that identify the Housing Authority PHA basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The Housing Authority PHA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

The Housing Authority PHA will make these documents available for review at the Housing Authority PHA during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

**21.4 HOUSING ELIGIBLE FOR ASSISTANCE (24 CFR 983.52 AND 983.53)**

The Housing Authority will consider proposals for existing and newly constructed and rehabilitated housing. The following types of housing are ineligible under the Project-Based Voucher Program:

- Shared housing;
- Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
- Facilities providing continuous medical or related care, except an assisted-living facility that provides home health care services;
- Units owned by an educational institution that are designated for occupancy by students of the institution;
- Manufactured homes;
- Transitional housing;
- Units occupied by owners; and
- Units occupied by ineligible families.

**Subsidized Housing [24 CFR 983.54]**

A PHA: The Housing Authority may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance (tenant based or project based);

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- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the Housing Authority may attach assistance to a unit subsidized with Section 236 interest reduction payments;
- A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);
- A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);
- Section 811 project-based supportive housing for persons with disabilities (42 U.S.C. 8013);
- Section 202 supportive housing for the elderly (12 U.S.C. 1701q);
- A Section 101 rent supplement project (12 U.S.C. 1701s);
- A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the Housing Authority in accordance with HUD requirements. For this purpose, "housing subsidy" does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).
- ~~— A unit subsidized with any governmental rent subsidy;~~
- ~~— A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;~~
- ~~— A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);~~
- ~~— A Section 202 project for non-elderly with disabilities;~~
- ~~— Section 811 project-based supportive housing for persons with disabilities;~~
- ~~— Section 202 supportive housing for the elderly;~~
- ~~— A Section 101 rent supplement project;~~
- ~~— A unit subsidized with any form of tenant-based rental assistance;~~
- ~~— A unit with any other duplicative federal, state, or local housing subsidy, as determined by~~

**SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55]**

The PHA Housing Authority may provide PBV assistance only in accordance with HUD subsidy layering regulations set forth in [24 CFR 4.13] and other requirements.

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The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

The Housing Authority may only provide assistance in accordance with HUD subsidy layering

regulations and other requirements. A subsidy layering review will not be required to enter into an agreement or to execute a contract between the Housing Authority and the owner when a project has not received any form of government housing assistance, other than the PBV assistance.

A subsidy layering review is required for any new construction or rehabilitation project receiving a form of government housing assistance in addition to project based vouchers. The Housing Authority will not enter into an AHAP or HAP with the owner until the project has successfully passed a subsidy layering review by HUD or other HUD-approved agency. The owner must certify in the HAP contract that the project has not received and will not receive (before or during the term of the contract) any other form of public assistance for acquisition, development, or operation of the housing, other than during the life of the HAP contract other than that disclosed in the subsidy layering review in accordance with HUD requirements.

#### **HUD or the PHA in accordance with HUD requirements.**

##### **21.5 LIMITS ON ASSISTANCE (24 CFR 983.56)**

The Housing Authority may only provide Project-Based Voucher assistance to up to 25% of the units in a selected project. Units excepted from this rule are:

- Units that house elderly or disabled families; and
- Families receiving qualified supportive services
- More than 25% of the units in a single-family building (a building with no more than 4 dwelling units) may be assisted with PBV.

##### **21.5.1 Qualified Supportive Services**

Units occupied by families eligible to receive qualified supportive services are excepted from the 25% cap on PBV assistance within a single development. Examples of supportive services that qualify for an exception include, but are not limited to:

- Family Self-Sufficiency (FSS) program
- Welfare-to-Work
- Psychological or medical services
- Drug or alcohol rehabilitative treatment
- Job training or placement services
- Education program where there is a reasonable expectation of leading to self-sufficiency
- Families receiving services in connection with the Veterans Affairs Supportive Housing program.
- Supportive services designed for chronic homelessness/homeless households that maximize housing stability

##### **21.5.2 Qualifications for Supportive Services**

It is not necessary that the supportive services be provided at or by the project. At least one member of the family must qualify for the supportive service for the unit to remain excepted from the 25% cap. Participation in medical- or disability-related services is not required as a condition of living in an excepted unit, other than a drug and alcohol treatment program for current abusers, although such services may be offered.

##### **21.5.3 Supportive Services Monitoring**



Participant compliance with a supportive service contract will be monitored at least annually. The Housing Authority will request a status update for the participant's supportive service contract at the anniversary of said contract. The Housing Authority may request a status update on the supportive service contract more frequently, at its discretion. Providers of supportive services must provide the Housing Authority any changes to the program within thirty days of when those changes occur.

#### **21.5.4 Failure to Meet Supportive Service Requirements**

When a family living in an excepted unit fails to meet the requirements of a supportive service contract, and is living in the excepted unit because of the supportive services received, the Housing Authority will propose termination of the contract. The family will not be issued a voucher to move. The owner and participant will be given a sixty-day notice of the proposed termination of the HAP contract. The owner may at that time terminate the lease and issue an order to vacate by the HAP contract termination date. If a family fails to meet the requirements of the supportive service contract for good cause, as determined by the Housing Authority, and is qualified to become reinstated in the supportive service program within a reasonable time period, the Housing Authority may counsel the family on its obligations and allow reinstatement of the supportive service contract.

#### **21.6 PROJECT SELECTION CRITERIA (24 CFR 983.57)**

The following criteria will be considered when evaluating proposals for Project-Based Voucher assistance:

- Housing that serves families consistent with the needs indicated by preferences for the HACR waiting list; and,
- Housing that provides an appropriate level of supportive services to residents
- Other appropriate criteria consistent with regulation.

##### **21.6.1 Selection Requirements for All Housing Types**

A project may be selected to receive PBV assistance only if it is or will be located in a census tract that meets one of the following criteria:

- (i) A HUD-designated Enterprise Zone, Economic Community or Renewal Community;
- (ii) The concentration of assisted units will be or has decreased as a result of public housing demolition;
- (iii) Is undergoing significant revitalization;
- (iv) State, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;
- (v) New market rate units are being developed that will positively impact the poverty rate in the area;
- (vi) Meaningful opportunities for educational and economic advancement exist.

Additionally, the site must be suitable in terms of furthering and facilitating all Fair Housing requirements. The site must also meet the HQS and/or UPCS-V site and neighborhood standards found in Chapter 10.

##### **21.6.2 Requirements for Selecting Existing and Rehabilitated Housing (24 CFR 983.151)**

The Housing Authority will select only existing and rehabilitated housing projects that meet the

following criteria:

- (1) The site is adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)
- (2) Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- (3) Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
- (4) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. This requirement does not apply to senior projects.

#### **21.6.3 Requirements for New Construction Housing**

The Housing Authority will select only new construction housing projects that meet the following criteria:

- (1) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.
- (2) The site must not be located in an area of minority concentration, except as permitted under number (3) of this section.
- (3) A project may be located in an area of minority concentration only if:
  - (i) Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration;
    - a. Application of this sufficient, comparable opportunities standard involves assessing the following factors:
      - (i) Significant number of assisted housing units is available outside areas of minority concentration.
      - (ii) There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.
      - (iii) There are racially integrated neighborhoods in the surrounding area.
      - (iv) Minority families have benefited from local activities (*e.g.*, acquisition and write-down of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.
      - (v) Comparable housing opportunities have been made available outside areas of minority concentration through other programs.
      - (vi) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.
    1. Application of the "overriding housing needs" criterion may permit approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is

demonstrably improving the economic character of the area (a “revitalizing area”).

2. An “overriding housing need,” may not serve as the basis for determining that a site is acceptable, if the basis for the decision is that discrimination related to race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

(4) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas poverty concentration.

(5) The neighborhood must not be seriously detrimental to family life or one in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.

(6) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

(7) Except for new construction housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower income workers, must not be excessive.

#### **21.7 AGREEMENT TO ENTER INTO THE HAP CONTRACT (24 CFR 983.152)**

If a rehabilitated or newly constructed project, as defined by regulation in 24 CFR 983.3, is selected by the Housing Authority to receive Project-Based Vouchers, the Housing Authority will enter into an Agreement to enter into a Housing Assistance Payment contract (AHAP) with the owner in the form required by HUD. In the AHAP the owner agrees to develop the contract units to comply with HQS and/or UPCS-V, and the Housing Authority agrees that, upon timely completion of the development in accordance with the terms of the AHAP, the Housing Authority will enter into a HAP contract with the owner for the contract units.

#### **21.7.1 Subsidy Layering Review (SLR) (24 CFR 983.55)**

The Housing Authority may only provide assistance in accordance with HUD subsidy layering regulations and other requirements. A subsidy layering review will not be required to enter into an agreement or to execute a contract between the Housing Authority and the owner when a project has not received any form of government housing assistance, other than the PBV assistance.

A subsidy layering review is required for any new construction or rehabilitation project receiving a form of government housing assistance in addition to project-based vouchers. The Housing Authority will not enter into an AHAP with the owner until the project has successfully passed a subsidy layering review by HUD or other HUD-approved agency. The owner must certify in the HAP contract that the project has not received and will not receive any other form of public assistance during the life of the HAP contract other than that disclosed in the subsidy layering review.

**21.7.2 Environmental Review (24 CFR 983.58)**

The PHAHousing Authority activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The responsible entity is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The PHAHousing Authority may not enter into an agreement to enter into a HAP contract AHAP nor enter into a HAP contract until it has complied with the environmental review requirements set forth in 24 CFR 983.58.

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In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

The PHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed. The PHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The PHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

The Project Based Voucher program is subject to National Environmental Policy Act environmental review pursuant to the requirements at 24 CFR Part 983.58 and 24 CFR Part 58. If it is determined that an environmental review is required for new construction or rehabilitation projects, the Housing Authority will not commit any funds under PBV assistance nor enter into an AHAP with the owner until HUD approves a release of funds.

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**21.7.3 PHA Owned Units (24 CFR 983.3)**

Units where a direct or indirect interest is held by any officer or employee of the PHA are considered PHA owned units. Project based vouchers may not be used for public housing units. Selection of a project owned by the PHA must be consistent with the process outlined in section 21.3 of this chapter. Rent to owner must be determined in accordance with the same requirements for other units, except that the initial contract rent must be determined by an independent entity, approved by HUD, based on an appraisal by a licensed, state certified appraiser. A HUD approved, independent entity must also perform all HQS and/or UPCS V inspections as required by regulation.

**21.8 SELECTION OF PARTICIPANTS (24 CFR 983.251)**

The Housing Authority may select families who are participants in the HACR's tenant based voucher program and families who have applied for admission to the project based voucher program. Except for voucher participants (determined eligible at original admission to the voucher program), the HACR may only select families determined eligible for admission at commencement of PBV assistance.

**21.8.1 Waiting List**

The Housing Authority will use Regional Project Based Voucher waiting lists for PBV projects receiving Project-Based Voucher assistance based on project location or establish a site based waiting list. Registrants currently on the Affordable Public Housing waiting list will be given an opportunity to place their name on any of the five regional waiting lists, with their original date and time intact. If a new applicant applies to the tenant-based waiting list, the applicant will be given the opportunity to also place their name on any open PBV waiting list. All project based sites that utilize VASH Vouchers a waiting list will be maintained by the Veteran Affairs Loma Linda Medical Center. In accordance with California State Law [Health and Safety Code Section 34322.2 (b)], families meeting the definition of a veteran according to either the United States Code, Title 38 (38 U.S.C.), Section 101 or the California Military and Veterans Code, Section 980, will have priority.

Not less than 75 percent of the families admitted to a PHA's tenant based and project-based voucher programs during the PHA fiscal year from the PHA waiting lists shall be extremely low-income families. The income- targeting requirements at 24 CFR 982.201(b)(2) apply to the total of admissions to the PHA's project-based voucher program and tenant-based voucher program during the PHA fiscal year from the PHA waiting list for such programs.  
Current Site Based Waiting Lists and Preferences:

Madera Vistas (City of Temecula)

- Qualified veterans
- 30% of the Area Median Income
- Live/Work in Riverside County

Vista Rio (City of Jurupa Valley)

- Qualified veterans
- 30% of the Area Median Income
- Live/Work in Riverside County

Region 1, Region 2, Region 3, Region 4, & Region 5

- Qualified veterans
- 50% of the Area Median Income
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

Casas San Miguel

- Qualified veterans
- 50% of the Area Median Income
- Live/Work in Riverside County
- Disabled or Elderly or receive supportive services

El Solano

- Qualified veterans
- 50% of the Area Median Income
- Live/Work in Riverside County
- Disabled or Elderly

Current Waiting Lists maintained by the Veterans Affairs Loma Linda Medical Center:

March Veterans Village (March Air Reserve Base)

- Qualified veterans
- 50% of the Area Median Income
- Must be eligible for the Veterans Affairs and Supportive Housing Program

Illinois Avenue (City of Beaumont)

- Qualified veterans
- 50% of the Area Median Income
- Must be eligible for the Veterans Affairs and Supportive Housing Program

**21.8.2 Protection of In-Place Families**

Families who reside in units selected to receive PBV assistance on the proposal selection date and who are also eligible in accordance with Chapter 2 of this Plan, will be given the opportunity to place their name on the appropriate PBV site-based waiting list. An absolute preference will be given to that family to be selected from the waiting list. If the family is then determined fully eligible for the PBV program under all Housing Authority eligibility criteria, the family will then be referred to the owner for an appropriately-sized unit in the project.

**21.8.3 Local Preferences**

Applicants on any PBV waiting list are subject to the system of local preferences as it pertains to that particular waiting list. PBV regional-based waiting lists will have admission preferences that reflect the target population of each project. When PBV buildings are selected, the Housing Authority will publicly notice the selection, as well as the target population of each project. As new waiting lists are opened to the public, they will be advertised on the Housing Authority's website, along with its admissions preferences.

Disabled families who need an available *accessible* unit at a particular project may be awarded first preference from the waiting list. Disabled families may not be required to accept the supportive services offered nor can a preference be granted for those with a particular disability.

**21.8.4 Refusal of Assistance**

If a family refuses an offer of PBV assistance or the owner rejects a family for admission to the owner's PBV units, the Housing Authority may remove the family from the regional-based waiting list from which they were selected. Such refusal will not affect the family's position on the tenant-based waiting list or any other PBV regional-based waiting list, nor affect any admissions preference for which the family qualifies.

**21.9 INFORMATION FOR ACCEPTED FAMILIES (24 CFR 983.252)**

When a family accepts an offer of PBV assistance, the Housing Authority will provide the family an oral briefing. Attendance at this briefing is mandatory. The briefing will include:

- A description of how the program works;
- Family and owner responsibilities.

A briefing packet will be provided with information regarding:

- How the Housing Authority determines total tenant payment;
- Family obligations; and
- Applicable fair housing information.

#### **21.10 LEASING OF CONTRACT UNITS (24 CFR 983.253)**

Owners must lease contract units only to eligible families, selected and referred by the Housing Authority from the waiting list, during the term of the HAP contract. Owners must develop written tenant selection procedures consistent with the purpose of improving housing opportunities for extremely low and very low-income families, related to program eligibility and an applicant's ability to perform lease obligations. An owner must promptly notify, in writing, any rejected applicant of the grounds for rejection. Owners must follow the Housing Authority's subsidy standards when leasing units to referred families.

#### **21.11 VACANCIES (24 CFR 983.254)**

The owner must promptly notify the Housing Authority of any current or expected vacancy in a contract unit. After owner notice, the Housing Authority will promptly refer a sufficient number of families to the owner to fill the vacancy. If any contract unit has been vacant for at least 120 days since the owner notice of vacancy, the Housing Authority may give notice to the owner amending the HAP contract to reduce the number of contract units by the number of units that have been vacant for that period.

#### **21.12 TENANT SCREENING (24 CFR 983.255)**

The Housing Authority may take into consideration any admission criteria outlined in Chapter 2 of this Plan in order to screen applicants for eligibility; however, it is the responsibility of the owner to screen applicants for behavior and suitability for tenancy. The Housing Authority will provide the owner with the tenant's current and former address, as well as the name and address of the current and/or former landlord, if known. This policy is consistent with information provided to owners under the Housing Choice Voucher program.

#### **21.13 HOUSING ASSISTANCE PAYMENTS CONTRACT**

The Housing Authority must enter into a Housing Assistance Payments (HAP) contract with the owner in order to provide housing assistance payments for eligible families. The Housing Authority will make housing assistance payments to the owner in accordance with the HAP contract, for contract units leased and occupied by eligible families during the term of the HAP contract. The Housing Authority will use the most recent HUD-approved form of the HAP contract.

##### **21.13.1 Execution of the HAP Contract (24 CFR 983.204, 24 CFR 983.209)**

Before the HAP contract may be executed, the Housing Authority will inspect each contract unit in accordance with 24 CFR 983.103 (b), section 21.14 of this chapter and Chapter 10 of this Plan (Housing Quality Standards and Inspections). For existing housing, the HAP contract must be executed promptly after selection of the owner proposal and inspection. For new construction or rehabilitated housing, the HAP contract is executed after the Housing Authority has inspected the completed units and is satisfied that said units are completed in accordance with the AHAP and the owner has furnished the required evidence of completion. By execution of the HAP contract, the owner certifies:

- The owner is and will maintain all contract units in accordance with HQS and/or UPCS-V;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and in the leases with assisted families;
- Each contract unit is leased to an eligible family and the lease complies with the HAP contract and HUD requirements;
- Members of the assisted family reside in the contract unit and it is their only residence;
- The owner, property management personnel and maintenance personnel, are not a relative of any member of the assisted family by blood or operation of law;
- The amount of the housing assistance payment is the correct amount due under the HAP contract;
- The rent to owner for each contract unit does not exceed the rent due to owner for any comparable, unassisted unit;
- The owner will not receive any other payments beyond the tenant rent and housing assistance payments for the contract unit; and
- The family does not own or have any interest in the contract unit.

#### **21.13.2 Term of the HAP Contract (24 CFR 983.205)**

The Housing Authority may enter into a HAP contract with an owner for an initial term of not less than one year and not more than fifteen years for each contract unit. The Housing Authority and owner may agree at any time, including during the initial contract term, to extend the term of the HAP contract for up to fifteen years at each contract expiration date.

The HAP contract may be terminated by the Housing Authority for insufficient funds. If it is determined there are insufficient funds available to continue to assist all contract units for the full term, the Housing Authority may give notice to the owner for all or any of the contract units, in accordance with HUD instructions.

#### **21.13.3 Amendments to the HAP Contract (24 CFR 983.207)**

**Amendment to Substitute Contract Units** – The Housing Authority may amend the HAP contract to substitute a different unit with the same number of bedrooms in the same building for the previously assisted unit. Prior to the substitution, the Housing Authority will inspect the proposed substitution unit and determine reasonable rent.

**Amendment to Add Contract Units** – At the discretion of the Housing Authority and provided the number of PBV-assisted units in a project will not exceed the 25% cap or the 20% Budget Authority, a HAP contract may be amended during the three-year period immediately following the execution date of the HAP contract to add additional PBV units to a building. The anniversary and expiration date for the added units will be the same as for the existing units under the HAP contract.

#### **21.14 INSPECTIONS (24 CFR 983.103)**

HQS and/or UPCS-V inspections will be conducted in accordance with Chapter 10 of this Plan (Housing Quality Standards and Inspections). The Housing Authority may not perform inspections on units where there is a direct or indirect interest by any of its employees or officers. The Housing Authority will inspect PBV units at the following times:



1. Pre-selection – the Housing Authority will inspect the proposed site before the proposal selection date. For existing units, units must substantially comply with HQS and/or UPCS-V before the proposal selection date. Units must fully comply before the HAP contract may be executed;
2. Pre-HAP contract;
3. Turnover – the Housing Authority must inspect a unit before a new family moves in. The unit must fully comply with HQS and/or UPCS-V before a family may receive assistance in that unit;
4. Annual – The Housing Authority will conduct inspections on a random sample of at least 20% of contract units in a building annually. Turnover inspections are not counted toward annual inspections. If more than 20% of the annual sample fails the HQS and/or UPCS-V inspections, 100% of the contract units in the building must be inspected.
5. Other times – the Housing Authority will inspect PBV units at other times as necessary to insure the contract units are in compliance with HQS and/or UPCS-V and that the owner is providing utilities, maintenance and other services in accordance with the HAP contract.

**Inspecting PHAHousing Authority-Owned Units [24 CFR 983.103(f)]**

In the case of PHAHousing Authority-owned units, the inspections required under 24 CFR 983.103 must be performed by an independent agency designated by the PHA in accordance with 24 CFR 983.59, rather than by the Housing Authority, and approved by HUD. The independent entity must furnish a copy of each inspection report to the PHAHousing Authority, and to the HUD field office where the project is located. The PHA Housing Authority must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the PHAHousing Authority-owner.

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**21.14.1 HQS Violation (24 CFR 983.208)**

The Housing Authority may make no HAP payments to the owner during any period in which the contract unit does not comply with HQS and/or UPCS-V or any other HAP contract requirement.

Remedies for HQS and/or UPCS-V violation include abatement or reduction in HAP payments, reduction of contract units, and termination of the HAP contract.

**21.15 LEASE (24 CFR 983.256)**

Owners must use the same lease for contract units as for unassisted units, with the lease being in accordance with state law. The lease must include the HUD tenancy addendum. All provisions in the tenancy addendum must be included in the lease. Provisions in the addendum shall prevail over provisions in the lease. The initial term of the lease must be for at least one year.

The lease must specify:

- Names of the owner and tenant;
- Identifying information of the unit rented;
- Term of the lease and any provision for renewal;
- The amount of tenant rent to owner;
- Specification of services, maintenance, equipment, and utilities to be provided by the owner;
- The amount of any charges for food, furniture, or supportive services.

#### **21.15.1 Changes in the Lease**

If the tenant and owner agree to any changes in the lease, the change must be in writing and must be submitted to the Housing Authority immediately. The owner must notify the Housing Authority in advance of any proposed change in the lease regarding responsibility for utilities. Such changes may only be made with written approval of the Housing Authority and in accordance with the terms of the lease relating to the amendment. If the Housing Authority approves a change in responsibilities for utilities, rent reasonableness must then be re-determined in accordance with 24 CFR 983.303 (c). The rent to owner will be recalculated from the effective date of the change [24 CFR 983.256 (e)].

#### **21.15.2 Absence from the Unit**

The Housing Authority's absence policies found in Chapter 6 of this Plan (Eligibility Factors) will apply to the PBV program. The lease may specify a maximum period of family absence from the unit that is shorter than that specified by the Housing Authority.

#### **21.15.3 Owner Termination of Tenancy and Eviction**

Grounds for owner termination and eviction reflect the policies outlined in Chapter 14 of this Plan (Contract Terminations), except that an owner may not terminate tenancy after the initial term of the lease for business or economic reasons, or to repossess the unit for personal, family, or nonresidential use. If an owner refuses to renew the lease without good cause, the family will be issued a tenant-based voucher and the unit will be removed from the HAP contract.

#### **21.15.4 Security Deposits (24 CFR 983.259)**

The owner may collect a security deposit from the tenant. The amount may not exceed that allowed by state and local law or that charged to unassisted units in the same building. When the tenant moves out, the owner may use the amount of the deposit, in accordance with the lease and state and local law, as reimbursement for any unpaid tenant rent, damage to the unit, or any other amount the tenant owes under the lease. The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item within 21 days from the date the tenant moved out of the unit. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant. If the balance is not sufficient to cover amounts the tenant may owe under the lease, the owner may seek ~~the remainder~~ to collect the balance from the tenant. The Housing Authority has no liability or responsibility for payment of any amount owed by the family to the owner.

#### **21.16 FAMILY OCCUPANCY OF WRONG-SIZE OR ACCESSIBLE UNIT (24 CFR 983.260)**

If the Housing Authority determines that a family is occupying the wrong-size unit, or a unit with accessibility features the family does not require, and is needed by a family that requires the accessibility features, the Housing Authority will offer the family continued assistance in another unit and will notify the family and owner immediately of its offer of continued assistance and determination. The Housing Authority may offer continued assistance either in another PBV unit or a tenant-based voucher if a tenant based voucher is available). If the family is given a tenant-based voucher, policies under the Housing Choice Voucher program regarding voucher issuance and expiration will apply. If a family fails to lease a unit with the tenant-based voucher, assistance will be terminated upon expiration of the voucher (and any subsequent

extensions granted by the Housing Authority).

Upon determination that the family is occupying a wrong-size unit or a unit with accessibility features not required by the family and continued assistance is offered in the form of a project-based voucher, the family will have thirty (30) days in which to move to another unit. If the family fails to move or refuses the offer of continued assistance in another unit, assistance to the family will be terminated.

#### **21.17 DETERMINING RENT TO OWNER (24 CFR 983.301)**

The amount of estimated rent to owner must be included in the Agreement for rehabilitated or newly constructed housing. The actual rent to owner must be determined at the beginning of the HAP contract term for all types of housing. The amount of rent to owner is re-determined at the owner's request for a rent increase and when there is a 5% or greater decrease in the published FMR. Except for certain tax credit units specified below, the amount of rent to owner must not exceed the lowest of:

- An amount determined by the PHA that does not exceed 110% of the FMR (or any exception payment standard approved by HUD), minus the utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

#### **21.17.1 Housing Authority Officer or Employee – Owned Units**

For any units in which any officer or employee has a direct or indirect interest, the initial determination of rent to owner and the annual redetermination of rent to owner will be made by an independent entity, approved by HUD.

#### **21.17.2 Redetermination of Rent to Owner (24 CFR 983.302)**

The Housing Authority will only re-determine rent to the owner when the owner requests an increase at the annual anniversary of the HAP contract or when there is at least a 5% decrease in the published FMR. Notice of rent increase and other limitations on rent adjustments must conform to the above stated policies and Chapter 11 of this Plan (Owner Rents, Rent Reasonableness and Payment Standards). If there is a decrease in rent due to a 5% or greater decrease in the published FMR, the rent to owner must be decreased, whether or not the owner requested a rent adjustment. The notice of rent adjustment from the Housing Authority constitutes an amendment of rent to owner specified in the HAP contract. Rent reasonableness will be determined by a HUD-approved, independent entity for units owned by the Housing Authority. The entity will provide a copy of the determination to the Housing Authority and the HUD Los Angeles field office.

#### **21.17.3 Rent Determination for Projects with Other Subsidies (24 CFR 983.304)**

Rents may not exceed rent limits as established by the applicable federal program for units subsidized under the following programs:

1. HOME;
2. Insured or non-insured Section 236 project;
3. Formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
4. Section 221(d)(3) below market interest rate (BMIR) project;
5. Section 515 project of the Rural Housing Service;

6. Any other type of federally subsidized project specified by HUD.  
The Housing Authority may set reasonable rents up to 110 percent of the HUD Market Rent in projects receiving Low-Income Housing Tax Credits (LIHTC), even if the rent level exceeds the maximum rent under the LIHTC program. The Housing Authority may, at its discretion include provisions in the HAP contract to reduce the initial amount of rent to the owner because of other governmental subsidies.

**21.17.4 Rent Control and Other Rent Limitations (24 CFR 983.305)**

Rent control and other rent limitations under local, state or federal law will apply.

**21.18 PAYMENT TO OWNER (24 CFR 983.351)**

The Housing Authority will make HAP payments to the owner in accordance with the HAP contract for the months in which the contracted unit is leased to and occupied by an eligible family. Except for discretionary vacancy payments described in section 21.18.1 of this chapter, the Housing Authority will not make any payments for any month after the month in which the family moves out of the unit. In order to continue receiving HAP payments, the owner must comply with all provisions of the HAP contract, including HQS and/or UPCS-V.

**21.18.1 Vacancy Payments (24 CFR 983.352)**

If a family moves out of a contract unit, the owner may keep the payment for the full calendar month in which the family moves out. The owner may not keep the payment if the Housing Authority determines that the vacancy is the owner's fault.

**21.18.2 Other Charges and Fees (24 CFR 983.354)**

The owner may not require the family to pay charges for any meals or supportive services unless the project is an assisted living development, in which case owners may charge tenants, family members, or both for meals and supportive services. These charges may not be included in the rent to owner and may not be used to calculate rent reasonableness. Nonpayment of such charges is grounds for termination under the lease only in an assisted living development. The owner may not charge tenants or family members extra amounts for items customarily included in the rent in Riverside County, or provided at no additional cost for unsubsidized tenants on the premises.

## 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.

**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.

**AHAP:** Agreement to enter into a Housing Assistance Payments Contract.

**ALCOHOL ABUSE:** HACR has determined that a pattern of alcohol abuse exists when, there are two or more criminal charges involving alcohol during a two year period (excluding alcohol-related DUI/DWI criminal charges). Alcohol-related DUI/DWI criminal charges do not require more than one offense to be considered abuse of alcohol; and one alcohol-related DUI/DWI offense is a violation of the HACR Policy on Prohibited Criminal Activity. All persons receiving rental assistance, regardless of age, will be held to the same standard. VASH program participants are excluded.

**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 CONTRIBUTIONS CONTRACT 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.

**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. (24\_CFR 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 and foster adults) 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. 6001(7)).

**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, possession or use of a drug; or the possession of a drug with intent to manufacture, sell, transport, distribute or use the drug. One drug-related DUI/DWI offense within the last three (3) years is a violation of the HACR Policy on Prohibited Criminal Activity.

**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 or Certificate of Naturalization. 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 incomes do not exceed the higher of either the federal poverty level or 30 percent of the area median income (AMI).

**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 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 (e)) for families for whom 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 (SS), 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.



**FOSTER CARE YOUTH (for purposes of the HUD-funded FUP allocation):** A youth at least 18 years old and not more than 24 years old (have not reached their 25th birthday) who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless who left foster care at age 16 or older and who lacks adequate housing. By statute, housing assistance is limited to 36 months except for Foster Care Youth who sign a FSS Contract of Participation (Form HUD-52650), as part of the FUP FSS Demonstration, prior to the expiration of the 36 month time limit in which case will maintain their housing assistance for a period not exceeding the length of the FSS Contract of Participation. In most cases, this limit will be no more than 5 years; however, if the FSS Contract of Participation is extended (in accordance with 24 CFR 984.303(d) the FUP Youth voucher can be extended (no more than 2 years beyond the initial 5 year expiration date) for the entire length of the FSS Contract of Participation.

**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.

**GANG-RELATED CRIMINAL ACTIVITY:** The illegal participation in a gang, including but not limited to, criminal charges outlined under Penal Code 186.22 PC "California Street Terrorism Enforcement and Prevention Act" or more commonly referred to as the California's street gang enhancement law, consisting of the following:

1. **Penal Code 186.22(a) PC, the crime of participation in a gang**

This part of the law makes it a crime to participate in a street gang and assist in any felony criminal conduct by the gang's members.

2. **Penal Code 186.22(b) PC, the gang sentencing enhancement.**

This part of the law provides that anyone who commits a felony for the benefit of a gang will receive a mandatory prison sentence . . . *in addition and consecutive to* the penalty s/he receives for the underlying felony.

Depending on the circumstances of the offense, Penal Code 186.22(b) PC could mean an additional two (2) to fifteen (15) years, or even twenty-five (25)-years-to-life, in prison...even if you're not a gang member, and even if you aren't the individual who was most directly responsible for committing the underlying felony.

**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 programs. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives.

**IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE):** U.S. Immigration and Customs Enforcement (ICE) is an American federal law enforcement agency under the United States Department of Homeland Security (DHS).

**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. [pursuant to PIH 2012-29 NOTE: HACR is using the current national rates established by the Federal Deposit Insurance Corporation (FDIC)]

**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.

**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
5. Is not a member of the assisted family and is not entitled to the HCV as the remaining member of the tenant family
6. See PIH Notices 2008-20 (HA), 2009-22, and 2010-51 (HA ~~2009-22 and 2008-20~~ for live-in Aide provisions.

**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.

**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 less allowable HUD deductions in accordance with Part 5.

**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:** [Also 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 CRIMINAL ACTIVITY:** Two or more criminal convictions within the last two (2) years that do not fall under the HACR definition of Drug-related, or violent-related or gang-related or alcohol related criminal activity or housing/welfare fraud. This definition of other criminal activity does not apply to current participants with offenses prior to 7/1/2016. VASH program participants are excluded. Minor traffic offenses are excluded.

**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 their 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 Administrative Plan for the Housing Choice Voucher Program, the Housing Authority of the County of Riverside is a PHA.

**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(s) must have been previously approved as part of the family by the HA and be currently living in the unit, and at least one remaining member must be a United States Citizen or an eligible immigrant.

**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.

**SHARED HOUSING:**

As a reasonable accommodation for a person with disabilities, 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 purposes of Level 1 preference):**

Active participants that have utilized one of the below rental assistance programs for a minimum of six (6) months 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 (VASH)
- Tenant Based Rental Assistance (TBRA)

**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".

**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, immediately 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 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.

SUPPORTIVE HOUSING: Supportive housing means that the project makes supportive services available for all of the assisted families in the project and provides a range of services tailored to the needs of the residents occupying such housing. Such services may include (but are not limited to): (A) meal service adequate to meet nutritional need, (B) housekeeping aid, (C) personal assistance, (D) transportation services; (E) health-related services; (F) educational and employment services; or (G) other services designed to help the recipient live in the community as independently as possible.

**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 HA in other programs). Where all utilities (except telephone and cable) and other essential housing services are supplied by the owner, tenant rent equals total tenant payment. Where some of all utilities (except telephone and cable) 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. Transitional Housing does not meet the shelter preference.

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

If a unit does not meet HQS and/or UPCS-V 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.

UPCS-V: The Uniform Physical Condition Standards for vouchers is a Demonstration Program implementing an improved inspection standard for HUD's Housing Choice Voucher units.

**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 and cable) 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 (URP):** 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 used for admission to the Housing Choice Voucher program.

**VETERAN (Qualified):** A person who has a DD-214 or equivalent showing the branch of service, length of service and characterization of service in accordance to either the United States Code, Title 38 (38 U.S.C.) or the California Military and Veterans Code Section 980  
<https://law.justia.com/codes/california/2005/mvc/980-980.5.html>

For a widow/widower of a Veteran to be qualified for the Veterans preference, the registrant must supply the birth certificates, marriage certificate and death certificate and must not have been divorced.

**VETERAN FAMILY:** Veteran family means a veteran who is a single person or a family in which the head of household, or the spouse of the head of household, is a veteran.

**VIOLENT CRIMINAL ACTIVITY:** Any criminal activity that has as one of its elements the use, or attempted use, or threatened use of physical force against another person or property regardless of where the incident occurred.

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

**WAITING LIST:** A 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 FAMILY:** A family in which the Head and/or Spouse/Co-head is either:

- Employed and working on a part-time or full-time basis (verification via consecutive pay stubs for the last 30 days is required); or
- Receiving Unemployment, Retirement/Pension or State Disability or Worker's Compensation benefits.

## 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 wherein 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 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.

## APPENDIX C: POLICY ON PROHIBITED CRIMINAL ACTIVITY

### HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE'S POLICY ON PROHIBITED CRIMINAL ACTIVITY

July 1, 2018

#### BACKGROUND

The mission of the Housing Authority is to transform and promote healthy, thriving communities, re-ignite hope and restore human dignity through the creation and preservation of high quality and innovative housing and community development programs which enhance the quality of life and revitalize neighborhoods to foster self-sufficiency.

#### PURPOSE

To establish a Housing Authority (HA) policy to prohibit housing fraud and/or welfare fraud, violent-related, gang-related, alcohol-related and drug-related criminal activity (including medical/recreational marijuana) or any other criminal activity.

#### 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 to deny and/or terminate assistance for households that violate conditions set forth in this policy.

Criminal activity as listed in this policy, misdemeanor and/or felony, will hereinafter be called 'prohibited criminal activity'. Prohibited criminal activity includes, but is not limited to, the following: housing fraud and/or welfare fraud, violent-related, gang-related, alcohol-related, drug-related criminal activity (including medical/recreational marijuana), or other criminal activity. Marijuana possession, distribution, and use, regardless of purpose, remains illegal under Federal Law [Controlled Substances Act (United States Code Title 21)]. Other criminal activity is defined as, "Two or more criminal convictions within the last two (2) years that do not fall under the HACR definition of drug-related, or violent-related or gang-related or alcohol related criminal activity. This definition of other criminal activity does not apply to current participants with offenses prior to 7/1/2016. VASH program participants are excluded."

"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 two (2) year period constitute an abuse of alcohol (excluding alcohol-related DUI/DWI, or equivalent, criminal charges). Alcohol-related Driving Under the Influence (DUI) and Driving While Intoxicated (DWI), or equivalent, criminal charges do not require more than one offense to be considered abuse of alcohol; one alcohol-related DUI/DWI, or equivalent, offense is a violation of the HACR Policy on Prohibited Criminal Activity.

All persons applying for or receiving rental assistance, regardless of age, will be held to the same

standard.

Participant households must report, in writing, all criminal activity for any household member within 10 calendar days of its occurrence.

The PHA may deny or terminate assistance for criminal activity by a household member as authorized in this Policy on Prohibited Criminal Activity 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 982.553 (c)]. 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 drug raids or arrest warrants.

Persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing will be permanently denied admission [24 CFR 982.553(a)(1)(ii)(C)] to or terminated from any federally assisted housing program [24 CFR 982.553(b)(1)(ii)]. 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 [24 CFR 982.553(a)(2)(i)]. 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, or housing fraud.

1. The Housing Authority will deny or terminate assistance to any household containing a member that has one or more occurrences of criminal activity unless that member can demonstrate the following:
  - a. No occurrence of prohibited criminal activity (other than minor traffic offenses) within the last three (3) years, **and**
  - b. Applicant/participant must not have been incarcerated (in custody or doing any jail time) during the last three (3) years for any action related to any prohibited criminal activity; **and**
  - c. Applicant/participant would not threaten the health, safety, or right to peaceful enjoyment of others such as crimes of physical violence to persons or property and other criminal acts which would not be a detriment to the health, safety, or welfare of others including HA staff.); **and**
  - d. Satisfactory adherence to all court and probation/parole mandated conditions for any action related to any prohibited criminal activity;

- e. For violent-related, drug-related and alcohol-related criminal activity, the HA may consider enrollment in a supervised anger management/parenting course, drug diversion/substance abuse or alcohol rehabilitation program. At PHA discretion, first offenders may be only granted a once in a lifetime exception to the Policy on Prohibited Criminal Activity due to participation in supervised anger management/parenting course, drug diversion/substance abuse or alcohol rehabilitation program. Approval is not automatic. Repeat or habitual offenders will not be granted an exception to the Policy on Prohibited-Criminal Activity and rental assistance will be denied and/or terminated. The applicant/participant cannot elect to join an anger management/parenting courses, drug diversion/substance abuse or alcohol rehabilitation program in lieu of denial/termination of assistance after the HA has discovered prohibited criminal activity.

For consideration of one (1) lifetime exception to the Policy on Prohibited Criminal Activity, the following conditions must exist:

- i. The applicant/participant must be a first time participant in a supervised anger management/parenting courses, drug diversion/substance abuse or alcohol rehabilitation program, **and**
- ii. The applicant/participant must have enrolled in and compliant with a supervised anger management/parenting courses, drug diversion/substance abuse or alcohol rehabilitation program prior to the date of the HA's discovery of the prohibited criminal activity, **and**
- iii. Completion of the treatment program must be achieved within the allowed time by the court/treatment program, **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 the Policy on Prohibited Criminal Activity is granted by the PHA, the PHA will monitor compliance for determination of continued rental assistance eligibility. If applicant/tenant fails to comply, the HA will proceed with termination.

2. If the household member participates in and is in compliance with a supervised anger management/parenting courses, drug diversion/substance abuse or alcohol rehabilitation program then it is the family responsibility to adhere to treatment program requirements and furnish to the PHA proof that the required program was completed. The applicant/participant must have enrolled in the treatment program prior to the date of the HA's discovery of the criminal activity. Failure to comply with anger management/parenting courses, drug diversion/substance abuse and/or supervised alcohol rehabilitation program will result in denial or termination. Supervised anger management/parenting courses, drug diversion/substance abuse or an alcohol rehabilitation program will be granted once in a lifetime.
3. The Violence Against Women Act of 1994 (VAWA), as amended (42 U.S.C 13925 and 42 U.S.C 14043e et seq.) prohibits the eviction of, and removal of assistance from, victims living in Federally assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking.

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.

Please note, pursuant to 24 CFR 5.2005 VAWA Protections nothing in 24 CFR 5.2005 may be construed to limit the authority of a PHA, owner, or management agent to evict or terminate assistance to any tenant or lawful occupant if the PHA, owner, or management agent can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the public housing or Section 8 assisted property if that tenant or lawful occupant is not terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an "actual imminent threat" if they meet the standards provided in paragraph (e) of 24 CFR 5.2005.

4. Alerting all rental assistance program participants and tenants residing in Housing Authority (HA) owned housing or housing owned by an HA affiliate (i.e. RCHC) 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 Policy on Prohibited 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, Online Information Service (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.



Exemption to the Housing Authority's Prohibited Criminal Activity policy:

The Housing Authority is adopting the "Housing First-Supportive Housing" model as a best practice approach to address chronic homelessness and special needs populations. Affordable housing developments awarded Project Based Vouchers and targeting chronically homeless individuals or individuals referred by County Behavioral Health can apply for an exemption to the Housing Authority's Prohibited Criminal Activity policy. Developments seeking an exemption to the Housing Authority's Prohibited Criminal Activity policy described in this section will have to follow and be aligned with federal guidelines on the use of Housing First as referenced in the HUD Housing First Assessment Tool. All supportive Housing First programs will follow and be aligned with state guidelines on Housing First, including core components outlined in the No Place Like Home program guidelines. A comprehensive plan of the wrap around supportive services proposed at the specific development will have to be approved by the Housing Authority and the owner must agree to provide dedicated case workers at a ratio of 20/1 to qualify.

## 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 and FUP Youth (during the agency's participation in the FUP FSS Demonstration) who are at least 18 years old and not more than 24 years old (has not reached 25th birthday) who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older who does not have adequate housing.

All HACR programs will be marketed to all eligible persons, including persons with disabilities persons with limited English proficiency and FUP Youth (during the agency's participation in the FUP FSS Demonstration) who are at least 18 years old and not more than 24 years old (has not reached 25th birthday) who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older who does not have adequate housing. This marketing and outreach will include newspaper notices including publications in minority newspapers, outreach to community groups that serve persons with disabilities, persons with limited English proficiency and FUP Youth, postings on the HACR website ([www.harivco.org](http://www.harivco.org)), and lobby signs posted in our office locations.

Persons with disabilities will be assisted with 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.

For the FUP FSS Demonstration, we will engage in outreach and engagement efforts in order to market the availability of the program by sharing the information throughout Riverside County. Efforts will include (but are not limited to) inclusion on our website, applicant briefings, employee presentations, program informational brochure/flyer, distribution of information to foster care agencies and community partners as well as conducting emergency assessment of any foster care youth that we may be made aware of in any other manner.

2. Utilizing buildings and communications 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 service 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, persons with limited English proficiency and FUP Youth.

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.



# Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Erica Smith

**Address:** 13935 Barnett Ln

**City:** Corona CA **Zip:** 92880

**Phone #:** (951) 666-9354

**Date:** 2/26/19 **Agenda #** 10.2

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

           Support                 Oppose                 Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

           Support                 Oppose                 Neutral

**I give my 3 minutes to:** \_\_\_\_\_

# BOARD RULES

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## **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

## **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

## **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

## **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.



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MT 8868

**SPEAKER'S NAME:** Erica Wilson

**Address:** 12615 13935 Barnett Lane

**City:** Corona **Zip:** 92880

**Phone #:** (818) 374-9844

**Date:** 2-26-19 **Agenda #** 10.2

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

           Support                 Oppose                 Neutral

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# Riverside County Board of Supervisors Request to Speak

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SPEAKER'S NAME: Charles Johnson

Address: 2117 Alpinmist St

City: Corona Zip: 92879

Phone #: 951-898-0862

Date: 2-26-19 Agenda # 10.2

**PLEASE STATE YOUR POSITION BELOW:**

Position on "Regular" (non-appealed) Agenda Item:

Support       Oppose       Neutral

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# Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

MT 8868

SPEAKER'S NAME: Bobbie Butts

Address: \_\_\_\_\_

City: Riverside Zip: 92507

Phone #: \_\_\_\_\_

Date: 2-26-19 Agenda # 10.2

### PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

\_\_\_\_\_ Support      \_\_\_\_\_ Oppose      \_\_\_\_\_ Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

\_\_\_\_\_ Support      \_\_\_\_\_ Oppose      \_\_\_\_\_ Neutral

I give my 3 minutes to: \_\_\_\_\_

# BOARD RULES

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# Riverside County Board of Supervisors Request to Speak

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SPEAKER'S NAME: Terrance Stewart

Address: 4063 MISSION INN AVE

City: RIVERSIDE Zip: 92501

Phone #: (909) 723-3343

Date: 2/26/19 Agenda # 10.2

### PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support     Oppose     Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

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I give my 3 minutes to: \_\_\_\_\_

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