

**TUSCARAWAS  
METROPOLITAN  
HOUSING AUTHORITY**

**ADMINISTRATIVE PLAN  
FOR  
HOUSING CHOICE VOUCHER  
PROGRAMS**

**Date of Board Adoption**





# TUSCARAWAS METROPOLITAN HOUSING AUTHORITY

## HOUSING CHOICE VOUCHER PROGRAM:

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# **TUSCARAWAS METROPOLITAN HOUSING AUTHORITY**

## **Housing Choice Voucher Program Administrative Plan**

### Introduction

The Tuscarawas Metropolitan Housing Authority (TMHA) administers the Housing Choice Voucher (HCV) program under Section 8 of the 1937 Housing Act. Administration complies with the U.S. Department of Housing and Urban Development (HUD) regulations for the Section 8 Program, as set forth in title 24 of the Code of Federal Regulations (CFR), Part 982, 983 et al. TMHA complies with all federal, state and local housing laws. Definitions of terms used in this Administrative Plan are found in the last section of this Plan.

### Purpose of the Administrative Plan

The Administrative Plan establishes policies for functions and operations that are not governed by Federal regulations for the Housing Choice Voucher Program and other special programs administered by the Authority. Policies related to the Authority's Family Self Sufficiency (FSS) Program are included in a separate document, the FSS Action Plan, and are not part of this document.

The Administrative Plan, hereinafter referred to as the "Plan", covers both admission to and continued participation in the programs.

Only TMHA's Board of Commissioners is authorized to approve changes to the Plan. The Authority is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by the Authority. If such changes conflict with this Plan, HUD regulations take precedence. When circumstances not addressed by provisions in this Plan arise, they will be reviewed on a case-by-case basis and appropriate actions will be taken as warranted. These actions will be documented by the Director of Voucher Programs and/or the Executive Director. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically promulgated for the applicable program will take precedence.

By the adoption of this Administrative Plan, the Board of Commissioners authorizes the TMHA to make HUD-authorized charges (see **24 CFR § 982.155**) against the administrative fee reserve.

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

## **SECTION I. Special Conditions & Objectives of the Section 8 Program**

### **A. Objectives of Section 8 Programs**

TMHA's objective in administering the Housing Voucher programs is to provide decent, safe and sanitary affordable housing to low-income Families otherwise unable to obtain adequate housing. The number of Families served is limited by the number of vouchers and funding available, TMHA's budget and the availability of adequate housing.

The Section 8 Program provides participating Families with greater choice of housing opportunities by subsidizing rental payments to private Landlords. Through this program, TMHA helps low-income Families obtain quality housing within TMHA's geographical jurisdiction.

*Through program administration, TMHA shall:*

1. ensure eligibility and correct family share of rent for participating Families;
1. ensure NSPIRE standards are enforced;
2. ensure no more than reasonable rents are paid for all units under contract in the Section 8 Program;
3. offer all current and future Section 8 Program Families counseling and referral assistance on the following priority basis:
  - a. all Section 8 Families residing in a unit in which payment to the Landlord is abated because of a failed inspection; and
  - b. all other Section 8 Families.
4. make every effort to assist a substantial percentage of its Section 8 Families to find units in low-poverty neighborhoods.

## **SECTION II. Fair Housing and Equal Opportunity**

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

The Authority affirmatively furthers Fair Housing and works to remove impediments to Fair Housing in the administration of the program by complying fully with all Federal, State, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing, and marketing the program to members of protected classes who are "least likely to apply".

The Authority shall not discriminate against any applicant, participant, or landlord because of race, color, national or ethnic origin or ancestry, religion, sex, age, disability, sexual orientation, gender identity, source of income, marital status or presence of children in a household (protected classes); nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category. The Authority shall not deny any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

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

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

1. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; **24 CFR §§ 1 and 100**
2. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination

based on disability and familial status, and spells out forms of prohibited discrimination; **24 CFR § 100**

3. Executive Order 11063,
4. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; **24 CFR § 8**
5. Age Discrimination Act of 1975, which establishes certain rights of the elderly; **24 CFR § 146**
6. Title II of the Americans with Disabilities Act (ADA), otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units, which are covered by Section 504.)
7. Violence Against Women Reauthorization Act (VAWA)
8. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity
9. Affirmatively Furthering Fair Housing requirements
10. Any applicable State laws or local ordinances

TMHA shall not discriminate because of race, color, national origin, sex, religion, familial status, disability, sexual orientation or gender identity in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of a development under the TMHA's jurisdiction covered by an Annual Contributions Contract with HUD. **24 CFR § 100**

TMHA shall not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her history and behavior. **24 CFR § 960.203(a)**

TMHA will work continuously to affirmatively further fair housing and to remove impediments to housing choice by members of protected classes.

11. TMHA will offer units only in the order prescribed by this policy, since any other method violates the rights of applicants.

## 12. Equitable Treatment

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

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the Housing Choice Voucher program
2. Provide housing that is different from that provided to others<sup>1</sup>
3. Subject anyone to segregation or disparate treatment
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
5. Treat a person differently in determining eligibility or other requirements for admission
6. Steer an applicant or participant toward or away from a particular area based any of these factors

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<sup>1</sup> Except when needed to provide person with disabilities special services to achieve equal access to programs.

7. Deny anyone access to the same level of services
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
9. Discriminate in the provision of residential real estate transactions
10. Discriminate against someone because they are related to or associated with a member of a protected class
11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

C. Providing Information to Families and Owners

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

D. Discrimination Complaints

1. If an applicant or participant believes that any family member has been discriminated against by TMHA or an owner, the family should advise TMHA.
2. HUD requires TMHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
3. In addition, the Authority will provide information to applicants and participants regarding housing discrimination complaints in the family briefing session and program packets. Information includes referrals to the City of 's Fair Housing Office, the HUD Office of Fair Housing & Equal Opportunity, and low-cost legal service provided through Legal Services.
4. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

E. Reasonable Accommodations for People with Disabilities

1. TMHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and participants if they or any family members have a disability. **24 CFR § 8.4**
2. A reasonable accommodation is a modification or change TMHA can make to its offices, methods or procedures to assist an otherwise eligible applicant or participant with a disability to take full advantage of and use TMHA's programs, including those that are operated by other agencies in TMHA-owned public space. **24 CFR § 8.20**
3. An accommodation is not reasonable if it: **24 CFR § 8.21(b)** and **24 CFR § 8.24(a)(2)**
  - a. Causes an undue financial and administrative burden; or
  - b. Represents a fundamental alteration in the nature of TMHA's program.

4. Subject to the undue burdens and fundamental alterations tests, TMHA will correct physical situations in its offices or procedures that create a barrier to equal housing opportunity for all.
5. To permit people with disabilities to take full advantage of the TMHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, TMHA shall comply with all requirements and prohibitions in applicable law.
6. Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by residents with a full range of disabilities. **24 CFR § 8.21**
7. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in the Procedure on Civil Rights and Disability Rights. **24 CFR § 8.6**
8. Examples of reasonable accommodations in the HCV program include, but are not limited to: **24 CFR § 8.4**
  - k. Making alterations to a TMHA office or administrative facility to make it fully accessible so it could be used by a family member with a wheelchair;
  - l. Permitting applications and reexaminations to be completed by mail when it is difficult for people with disabilities to come to TMHA offices;
  - m. Using higher payment standards (either within the acceptable range, as an exception to the current payment standard up to 120 percent of the HUD Fair Market Rent) if the TMHA determines this is necessary to enable a person with disabilities to obtain a housing unit equivalent to those available to families without disabled members;
  - n. Providing time extensions to locate a unit when needed because of lack of accessible units or special challenges of the family in seeking a unit;
  - o. Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with TMHA staff;
  - p. Displaying posters and other housing information in locations throughout TMHA's office in such a manner as to be easily readable from a wheelchair;
  - q. Permitting a participant to move from an apartment that cannot be made accessible to an apartment that is or can be made accessible, even when most moves are not permitted;
  - r. Widening the door of a TMHA-owned community room or public restroom so a person in a wheelchair may use the facility;
  - s. Intervening with a landlord so that he/she will permit a participant with a disability to make unit modifications as permitted by the Fair Housing Act.
  - t. Making sure that TMHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: **24 CFR § 8.6**
    - 1) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with TMHA staff;

- 2) Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with TMHA staff;
  - 3) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with TMHA if the individual desires such representation;
  - 4) Permitting an outside agency or individual to assist an applicant with a disability to meet the TMHA's applicant screening criteria.
  - 5) Providing material orally for applicants and residents who cannot see or read.
9. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able **24 CFR § 8.3**
- a. to pay rent and other charges (e.g., utility bills) as required by the lease in a timely manner;
  - b. to care for and avoid damaging the unit and common areas;
  - c. to use facilities and equipment in a reasonable way;
  - d. to create no health, or safety hazards, and to report maintenance needs;
  - e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
  - f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
  - g. to comply with necessary and reasonable rules and program requirements of HUD and the TMHA.

**There is no requirement that members with a disability be able to do these things without assistance.** If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, TMHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**

10. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation(s), the Landlord may terminate the lease and TMHA may terminate assistance. **24 CFR § 8.2**
11. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time prior to a specified due date or prior to the termination or withdrawal of assistance. **24 CFR § 8.20**
12. If an applicant or resident would prefer not to discuss the situation with the TMHA, that is his/her right.

#### F. Denial or Termination of Assistance

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

1. When applicants with disabilities are denied assistance, the notice of denial must inform them of TMHA's informal review process and their right to request a review. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. The process for requesting an Informal review is outlined in this document.
2. When a participant family's assistance is terminated, the notice of termination must inform them of TMHA's informal hearing process and their right to request a hearing and reasonable accommodation before the effective termination date.
3. When reviewing reasonable accommodation requests submitted before termination of assistance, the TMHA must consider whether any verifiable mitigating circumstances explain and overcome the problem that led to TMHA's decision to deny or terminate assistance. If a reasonable accommodation will meet the requirements, TMHA must make the accommodation. TMHA cannot undertake actions that violate HUD regulations. This would, by definition, cause a fundamental alteration in the nature of TMHA's program.

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

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program.
2. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
3. TMHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency or LEP.
4. TMHA's Procedure on Communication with Persons with Limited English Proficiency describes the specific methods TMHA will use to accomplish this policy.
  - a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by the lower of 1000 eligible families or five percent of the eligible population of the TMHA's jurisdiction. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
  - b. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with TMHA. When an applicant or resident needs interpretation services and a staff member of the Authority speaks the language needed, the staff member will provide translation services.
  - c. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the TMHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.

- d. The TMHA will provide written translations of other vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

### **SECTION III. General Administrative Provisions of Program Operation**

#### **A. Quality Control and Analysis of Data**

1. Under the Section 8 Management Assessment Program (SEMAP), HUD requires the TMHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure NSPIRE standard compliance [24 CFR, Part 985]. TMHA shall routinely exceed the number and percentage of quality control monitoring actions required by HUD by reviewing every staff member's work to regularly check for completeness, accuracy and compliance with both HUD's program regulations and guidance and this Administrative Plan.
2. TMHA will use the results reported in any Independent Public Accountant (IPA) or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the TMHA's error detection and abuse prevention efforts. In addition, TMHA will use this information to design and target training designed to prevent future errors.
3. TMHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for the TMHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.
4. TMHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

#### **B. Privacy Rights of Clients**

All adult members of applicant and participant families are required to sign the Federal Privacy Act Statement, HUD form 9886, at admission. Further, as children in the family turn 18 or adults are added to the family with the owner's and TMHA's permission they must sign the HUD form 9886. This form, in conjunction with the HUD 50058 form states the conditions under which HUD will release information. Requests for information must be accompanied by a written Release of Information Request signed by the applicable party in order for the Authority to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law. The Authority may release information requested by court subpoena.

Client information is confidential. Current and forwarding address information, and family members claimed in the household, will be released to Police Officials upon the Authority obtaining official identification. To the extent permitted by law, owner information regarding program participation is confidential.

TMHA is required to verify information on income, qualification for deductions from income and preferences.

C. Legal Jurisdiction of the TMHA's Programs

The Authority's area of operation is the area geographically defined as Tuscarawas County, Ohio.

D. Compliance with Federal Rules and Regulations

Issues not addressed in this document related to applicants, participants and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD Guidebooks, memoranda, circulars, and notices, or other applicable law.

E. Records Retention

Files for past participants leaving no balance owed the program will be maintained for three years. Files for past participants leaving with a balance owed the Authority will be retained indefinitely until the balance is cleared, whether or not the balance has been written off. Litigation voucher participant and applicant files (if any) are retained indefinitely regardless of participation status.

F. Eligible Types of Housing

The following types of rental housing units may be assisted in the Housing Choice Voucher program (unless designated otherwise) depending on the needs of applicants and participants:

1. Single family detached homes, duplexes, low-rise, garden apartments, condominiums, townhouses, high-rises, and other multi-family rental housing structures;
2. Manufactured homes in which the tenant leases the mobile home and the pad;
3. Manufactured homes in which the tenant owns the mobile home and leases the pad;

Hotels, motels, nursing homes, college or school dormitories, other types disallowed by HUD regulations, or a unit occupied by its owner or a person with any interest in the dwelling unit (other than units in the HCV homeownership program, or approved Reasonable Accommodation request), are not eligible types of housing in the HCV program.

G. Management Assessment Objectives

The Authority operates its housing assistance program with efficiency and uses resources in a manner that reflects commitment to quality and service. The Authority's policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators and any other such indicators as HUD's regulations are amended.

1. Selection from the Waiting List
2. Rent Reasonableness
3. Determination of Adjusted Income
4. Utility Allowance Schedule
5. NSPIRE standard Quality Control Inspections
6. NSPIRE standard Enforcement
7. Expanding Housing Opportunities (See Walker Case information)
8. FMR/Exception Rent & Payment Standards
9. Annual Re-certifications
10. Correct Tenant Rent Calculations

11. Pre-Contract NSPIRE standard Inspections
12. Annual NSPIRE standard Inspections
13. Lease-up
14. Family Self-Sufficiency Enrollment and Escrow
15. De-concentration Bonus Indicator

In order to demonstrate compliance with HUD and other pertinent regulations, the Authority will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to monitor the Authority's operational procedures and practices objectively and accurately.

In addition to the SEMAP factors above, to ensure quality control, supervisory staff performs random audits of all Voucher program actions.

#### H. Outreach to Eligible Families, Affirmative Marketing

The Authority reserves the right to open or close the waiting list based on the supply of available vouchers and applicants and in accordance with its Procedure on Opening and Closing the Waiting List. The Authority publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families.

To reach families from all backgrounds, the Authority advertises through a wide variety of sources where available, including daily and local newspapers, minority media, service agencies, and broadcast media. An effort will be made to notify elected officials, government agencies, and organizations that specifically address the needs of individuals with disabilities and any other members of protected classes who may be proportionally underserved by the Program. The Authority will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached. See the Authority's Procedure on Affirmative Marketing.

#### I. Owner Outreach

1. Outreach to property owners is conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. On a continuing basis, the Authority welcomes the participation of owners of decent, safe, and sanitary housing units.
2. The Authority continually makes personal contact with private property owners, property managers, and real estate agencies. Program requirements are explained and printed material is offered to acquaint the owner with opportunities available through the program. The Authority maintains a list of interested property owners and units available for the program, and prospective owners are sent an information packet. Upon receipt of an owner listing, the unit information is recorded in a database and made available to all applicants and participants.
3. The Authority will make an effort to contact and encourage local property owners with units specially designed or adapted for persons with mobility impairments and other disabilities and those who may be willing to adapt units to participate in the program. Whenever a property owner makes a unit available for the program, TMHA will inquire as to whether the unit is accessible and the extent of the accessibility.

## SECTION IV. Admitting Applicants to the Voucher Program

Applicants must meet basic eligibility requirements listed below at the time of selection from the Waiting List; otherwise, the Applicant shall be determined ineligible and removed from the list. Applicants determined ineligible shall be entitled to an informal review of their file if they request such review as described in this Administrative Plan.

### A. Eligibility Criteria

#### 1. *Income Eligibility:*

A Family is eligible for assistance under the Section 8 Program if, at the time they receive assistance, the Family meets one of the standards listed below:

- a) has been continuously assisted under the 1937 Housing Act with no breaks in assistance exceeding six consecutive months;
- b) qualifies as a Very Low-Income Family (including Extremely Low-Income) under HUD'S approved Income Limits;
- c) qualifies as a Lower Income Family (other than Very Low-Income) and is displaced by Development activities assisted under section 17 of the 1937 Housing Act (42 U.S.C.);

#### 2. *General Eligibility:*

TMHA shall consider all Applicants for admission who, at the time of eligibility determination, meet all of the following conditions and requirements established by HUD:

- a) Family: The Applicant must qualify and document their status as a Family, Elderly Family, Disabled Family, or a Single Person as defined herein. Families of more than one person must submit documentation that they comply with TMHA's definition of "Family"
- b) Income: The Family's Annual Income must be documented and may not exceed the HUD-determined Income Limits for the Family size.
- c) Do not own net family assets worth more than \$100,000.
- d) Do not own a house that they could live in<sup>2</sup>;
- e) Provide acceptable documentation of Social Security numbers for all family members except those who do not have social security numbers or who do not contest their immigration status; **24 CFR § 5.216**
- f) Citizenship or Eligible Immigration Status: TMHA shall provide housing assistance to United States citizens and eligible non-citizens. A household with at least one ineligible member is considered a "Mixed Family". One or more Family members must be a documented U.S. citizens or eligible non-citizens. The subsidy standard shall be based on the actual household member(s) and the housing assistance payment (HAP) will be prorated to assist only the eligible members of the Family.
- g) Families must provide the following documents for each member as evidence of citizenship or eligible immigration status:

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<sup>2</sup> If an applicant owns a house that he/she does not have the right to sell, that is in uninhabitable condition, or that is unsuitable for the applicant's disabilities, this restriction will not apply.

a. United States Citizens

- 1) A written and signed Declaration for each Family member (HUD 214 form);
- 2) A United States passport; or
- 3) Birth Certificate, Baptismal Certificate, Military ID or Certificate of Naturalization and/or other approved documentation.

b. Non-Citizen

- 1) A written and signed Declaration for each Family member;
- 2) A signed Verification Consent Form; and
- 3) One of the original U.S. Immigration and Naturalization Service's documents listed on the Declaration.

h) Documentation of Full-Time College Students of Non-Parental/Guardian Households

TMHA shall provide assistance to an independent Full-Time College Students of legal age or an emancipated minor under state law that meet the following criteria as stated in **PIH Notice 2005-16**:

- a. Each college student within a household must provide a written/signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support;
- b. The college student must have established a household separate from his/her parents or legal guardians for at least one year prior to applying to housing choice voucher program and must provide evidence of separate households by supplying the address information that predates the student's application by a minimum of one year;
- c. The college student must not be claimed as a dependent by parent(s) or legal guardian(s) on their Internal Revenue Services (IRS) tax return; and
- d. The college student must be income eligible.

B. Criminal History Check

TMHA shall conduct a criminal background check for every member of the Applicant's Family age 18 and over. As required by Federal law, TMHA shall screen to ensure that no member of the Family has engaged in recent violent criminal activity that threatened the safety of the public or in drug related criminal activity.

TMHA shall not approve admission of Applicants with criminal backgrounds whose presence may compromise the health, safety, welfare and/or peaceful enjoyment of the housing by other residents.

To avoid admitting such Applicants, TMHA shall examine the activity of all adult members of the Applicant's Family for a period of three (3) years prior to the date of the admission into the program. TMHA shall take reasonable steps to ensure that neither the Applicant nor any member of the Applicant's family who will be included on the lease:

1. is currently using illegal drugs or has a history of engaging in the illegal use of controlled substances in the past 3 years. This requirement may be waived if the Applicant demonstrates to TMHA's satisfaction that he or she no longer engages in the illegal use of the controlled substance(s). This waiver is not available to individuals engaged in selling, producing or manufacturing illegal substances.

2. has a history of criminal activity involving crimes of violence to persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents or TMHA personnel in the past 3 years.
3. has a history of incarceration, parole or probation for drug related crimes, violent crimes or crimes that threaten the health, safety and/or general well-being of the community in the past 3 years.
4. TMHA may waive the criminal history requirement for Applicants participating in programs targeting special needs populations if the efficacy of such programs is demonstrable.

C. Additional HUD Eligibility Criteria

TMHA shall use the following standards to deny admission and/or terminate assistance to applicants and participants in the Section 8 Program.

1. *Drug Related Eviction:* TMHA shall review residential history to determine if the Family has lived in federally assisted housing and deny admission if any Family member was evicted from a federally assisted housing unit for drug related or violent criminal activities within three (3) years of the application date. An exception may be made if the member responsible for the eviction is no longer a member of the household due to long-term imprisonment or death.
2. *Illegal Drug Use:* TMHA shall deny admission to any Family if there is a reason to believe that a Family member uses or sells illegal drugs or is engaged in drug-related criminal activity; or that a Family member's use or pattern of use of illegal drugs will threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the Family demonstrates to TMHA's satisfaction that he or she no longer engages in the illegal use of the controlled substance(s). This waiver is not available to individuals engaged in selling, producing or manufacturing illegal substances.
3. *Conviction for Methamphetamine Production:* TMHA shall permanently deny admission to Families if an adult member has been convicted for the manufacture of Methamphetamine (also known as speed) in Federally assisted housing.
4. *Sex Offenders:* TMHA shall permanently deny admission if any member is subject to a lifetime registration requirement as a sex offender. TMHA will use the services of state and private agencies to check national registers to ensure that such sex offenders are not admitted to the program.
5. *Alcohol Abuse:* TMHA shall deny admission if there is reason to believe that any Family member has a pattern of abusing alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the Family demonstrates to TMHA's satisfaction that he or she no longer abuses or misuses alcohol and:
  - a. has successfully completed a supervised alcohol rehabilitation program licensed and approved by the Commission on Alcohol and Drug Abuse or other State program if Applicant is from another State; or
  - b. is participating in a supervised alcohol rehabilitation program.
6. *Violent Criminal Activity:* TMHA shall deny admission to any Family if there is reason to believe that a Family member engaged in any of the following acts:
  - a. Crimes involving physical force, such as forcible rape, murder, robbery, assault and battery through use of a weapon; aggravated assault, domestic violence (as the individual who committed the violence, not the victim) or

- b. Any activity involving the use of weapons against persons or property.
  - 7. *Crimes That Threaten the Peace, Health and Safety of Others:* TMHA shall deny admission to any Family if there is reason to believe that a member of the Family has engaged in any activity that threatens the peace, health and safety of others.
- D. Other Admission Requirements - Debts Owed to TMHA
- 1. Applicants to the Section 8 program must be free of any debts to TMHA or any other housing authority before being admitted to the program.
  - 2. Families participating in TMHA rental assistance programs may not be indebted to TMHA or another housing authority as a result of unreported income, overpaid assistance, utility reimbursement over-subsidy, vacancy loss, damages, and/or unpaid rental claims. In some instances, participants may be permitted to repay their debt in installments. (See HCV Program Integrity and Ethics Policy)
- E. Former Program Participants

The record of former Section 8 participants will be researched for possible program violations. The following violations are grounds for denial of admission:

- 1. While participating in the Section 8 Program, the Family violated any Family Obligation, as set forth in **24 CFR 982.551** as amended. An exception may be granted if the Family member who violated the Family Obligation is not a current member of the household.
- 2. No Family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- 3. The Family must have paid any outstanding debt owed TMHA or another housing authority as a result of prior participation in any federal housing program.
- 4. Families entering the Section 8 Program from TMHA conventional housing programs must be in good standing under the terms of TMHA lease. The rent and other payments due under the lease must be current, and there must be no evidence of lease violations that would constitute grounds for termination.
- 5. Families assessed a debt to TMHA prior to Section 8 HAP being executed on their behalf will be required to pay the TMHA debt in full. Families unable to repay a debt in full should refer to the HCV Program Integrity and Ethics policy.
- 6. No Family member may have been evicted from by a Housing Authority for non-payment of rent during the past 36 months.
- 7. No Family member may have engaged in or threatened abusive or violent behavior toward TMHA personnel.

## **SECTION V. Admitting Applicants to the Voucher Program**

### A. When Applications are Accepted

Applications for the Section 8 Program are accepted periodically when the number of applicants already on the waiting list is insufficient to fill projected slots in the coming 12 months. Specific dates, times and locations for accepting non-preference applications are announced by public notice in area newspapers, on local radio stations and posted in TMHA Administrative Offices.

B. How the Waiting List is Organized

TMHA will use a date and time system to place families on the HCV Waiting List. Applicants will be placed on the HCV Waiting List based upon their date and time of application. Applicants that are selected shall be informed in writing of their selection.

C. The Application

The application constitutes the basic record of Applicants applying for admission; therefore, applicants must supply complete and true information. The application and all other materials relating to the Applicant's eligibility will be placed and retained in the Applicant's file.

D. Opening the Waiting List

TMHA will open the HCV Waiting List every 24 months, or as needed for general admissions to the program. In addition, TMHA may open the list to target only admissions for categories of Families that meet specific preferences or funding criteria. TMHA may limit the number of applications accepted for targeted admissions in order to meet program objectives. TMHA may target information about this limited opening to individuals in the qualifying groups.

E. Completion of Applications

1. Pre-applications for the Housing Choice Voucher Program are only taken electronically. Future contacts from TMHA will be by mail. The application or pre-application constitutes the basic record of Applicants applying for admission; therefore, TMHA shall only accept complete applications. The application, together with all other materials relating to the Applicants' eligibility, shall be placed in the Applicants' file.
2. Applicants with disabilities who need assistance in completing their applications or who need an alternative method of communication because of disabilities will be furnished with such assistance or alternative communication method upon request

F. Administration of the Waiting List

1. *Organization of the Waiting List*

At a minimum, the HCV Waiting List will include the following information:

- a. The Applicants' name, address, phone number;
- b. The names, relationship to head, sex and age of family members who will live in the assisted unit;
- c. The number of bedrooms for which the Family initially qualifies in accordance with TMHA subsidy standards;
- d. Qualification for any veteran's preferences, if applicable; and
- e. Racial and ethnic designation of the Head of Household.

2. *Suspension of Applications*

When the number of eligible Applicants on the Housing Choice Voucher Waiting List is such that there is no reasonable prospect of housing additional Applicants within 18 months, the Executive Director will suspend the taking of further applications. Such suspension will be announced publicly. TMHA may also close the Waiting List for administrative purposes. During such periods, TMHA may continue to accept applications from Applicants qualifying for targeted funding for specific programs.

#### G. Selection from the Waiting List: The HCV Program

Applicants added to the HCV Waiting list will be selected in the following order. So long as available funding permits re-issuance of turnover vouchers, the following families will receive an admission preference, date and time of application:

The only preference is for Veterans who have been honorably discharged from US military service and the spouses of deceased veterans.

1. Applicants that do not meet any Admissions Preferences will be considered non-preference applicants.
2. Within each group, applicants will be processed in date and time order.

Applicants applying for or qualifying for a specific category of special use vouchers (e.g., Mainstream vouchers for Non-elderly Disabled vouchers)) may be selected ahead of higher placed Applicants on the HCV Waiting List that do not qualify for the targeting funding.

The final determination of eligibility is made when the Applicants are selected from the HCV Waiting List, and the Applicant's income and Family composition is verified.

1. Documentation to Determine Eligibility: All adult members of Applicant families are required to sign HUD's Form 9886, Authorization to Release Information Privacy Act Notice and disclose the social security number and card for each Family member. The parent or guardian of a child or disabled adult must sign a certification statement for each person.

If a Family member does not have the original Social Security card issued by the Social Security Administration, TMHA will accept photo identification and verification of the number from the Social Security Office. An original award letter from the Social Security Administration can be used for this purpose.

#### H. Income Targeting Requirement

In accordance with Income Targeting requirements established by HUD, seventy-five percent (75%) of the new admissions to the HCV Program each year from the waiting list will have incomes at or below thirty percent (30%) of the area median income (extremely low-income applicants).

These applicants will be selected before other eligible applicants on an as needed basis to ensure the income targeting requirement is met.

It is not anticipated that it will be necessary to skip higher income families on the waiting list to achieve federally mandated income targeting requirements because the majority of families on the waiting list are extremely low-income families.

Non-waiting list admissions are not subject to income targeting requirements. This would include continuously assisted families displaced from public housing, families issued vouchers because of project-based program REAC failures or owner opt outs, etc.

- I. After 1/1/2024, when applicants are fully certified and about to receive unit offers or when current tenants are recertified every adult family member is required to sign a consent form (HUD 9886) granting the TMHA access to federal databases to check their income history. This form only needs to be signed once for each adult family member. When family members who are minors turn 18, they must sign the consent form. When new adult members join the family, they must sign the consent form. If any adult family member refuses to sign the consent form as described herein, an applicant family will be denied assistance and a tenant family will have their lease terminated
- J. Determination of Ineligibility and Informal Review
  1. Review for Determination of Ineligibility: TMHA shall notify all Applicants found ineligible for assistance that they have been denied assistance. Applicants shall be notified in writing of the reason(s) for the determination and the right to request an Informal Review of the determination. Upon request, Applicants will be allowed to review a copy of relevant documentation regarding the determination.
    - a. Applicants who wish to contest a denial of assistance shall have the opportunity to submit information and evidence to the Director of Voucher Programs and/or his/her designee for an Informal Review of the denial determination. An informal review does not involve a hearing – it is a review of the material in the applicant’s file to ensure that a correct decision (based upon the material submitted by the applicant) about the applicant’s status has been made.
    - b. The request for an Informal Review must be made in writing within ten calendar days from the date of the written denial of assistance. An Applicant that fails to request the Informal Review within ten calendar days will be ineligible for a review and the denial shall stand. The Informal Review shall be scheduled within thirty calendar days of the Applicant’s request.
    - c. The Director of Voucher Programs or his/her designee shall conduct the informal review of the file, and any additional information presented by the Applicant for consideration.
    - d. The outcome of the Informal Review shall be recorded in the Applicant’s file. If it is determined that the Applicant is eligible, the Family’s name will be placed on the Section 8 Waiting List without loss of position during the period of ineligibility, or issued a voucher, whichever is appropriate. TMHA will notify the Applicant of the outcome, in writing, within fourteen (14) calendar days after the Applicant’s review.
  2. Reviews for Applicants after the Issuance of a Voucher: TMHA will review matters presented by Applicants who have been issued vouchers when no HAP has yet been paid on their behalf.
  3. Matters Not Subject to Informal Review by Applicants: TMHA shall not grant informal reviews for matters related to:
    - a. TMHA’s discretionary administrative determinations or to consider general policy issues or class grievances;
    - b. TMHA’s determination of Family’s unit size under TMHA subsidy standards;
    - c. TMHA’s determination not to approve leasing a unit under the Section 8 Program, or approve a proposed lease;
    - d. TMHA’s determinations that unit selected does not comply with NSPIRE standard;
    - e. TMHA’s determination that a unit selected is not in accordance with NSPIRE standard because of the size of the Family;

- f. TMHA's refusal to extend Families' voucher past the maximum time allowed under TMHA policy;
- g. TMHA's determination of rent reasonableness;
- h. TMHA's schedule of utility allowances; and
- i. TMHA's decision not to approve a unit or tenancy.

TMHA is not bound by any decision that is in conflict with HUD regulations or TMHA policy. The Executive Director, or his/her designee, may review all decisions to ensure compliance with HUD regulations and TMHA policy.

If the Authority determines that it is not bound by a review decision, the Authority shall promptly notify the participant of the determination, and the reasons for the determination.

#### K. Briefing and Issuance of Vouchers

TMHA briefs all Families entering the Section 8 Housing Choice Voucher Program for the first time, relocating Families, and Families porting into the TMHA's jurisdiction (Section 8 participants that transfer from another housing authority).

1. *Conducting a Briefing:* Briefings are delivered using the TMHA website. Briefing attendance is mandatory. Applicants/participants will receive written or telephone notification of how to view the briefing. Applicants must sign a form stating that they have watched the briefing and applicants who do not do so will have their applications withdrawn. Applicants whose applications are withdrawn are not entitled to an Informal review. Briefings may be conducted in group sessions or individually.

TMHA may conduct individual briefings as a reasonable accommodation if needed by persons with disabilities.

Once applicants have viewed the briefing, TMHA will issue the voucher.

2. *Briefing Information:* In addition to the HUD-required information provided during the briefings, TMHA strongly encourages Section 8 Families to seek housing in non-poverty areas by providing:
  - a. information or access to the addresses of units available to Section 8 Families, as well as the Landlords' name, and telephone numbers;
  - b. information on individual units available for lease;
  - c. individual counseling and information about how to view units;
  - d. information on neighborhood amenities, including information on crime, schools, day care, health care and public transportation; and
  - e. counseling to Families on program matters, and in instances of alleged program discrimination.

#### L. The Term of Vouchers

Section 8 vouchers expire 60 days from the date of issuance. TMHA may extend the voucher term so long as the regional rental market is tight. When rental markets are loose, TMHA may only extend the voucher term as a reasonable accommodation to persons with disabilities or when leasing opportunities are limited by market conditions. As a reasonable accommodation TMHA may give families with disabled members more than 60 days to find a suitable unit.

Families shall be considered successful in their housing search should they submit a Request for Tenancy Approval (RFTA) prior to the expiration date on the Section 8

Voucher. The Family may submit only one RFTA at a time. Once the documents are accepted, TMHA shall suspend (i.e., toll) the term of the Family's voucher. Should the Family be required to resume their search for housing (e.g., because the unit selected fails inspection or the property owner does not agree to a reasonable rent), the Family shall be allowed to resume their search for housing using the remainder of the time left on the voucher.

The voucher shall be withdrawn if the Family fails to lease suitable housing during the term of the voucher. Expiration or withdrawal of a voucher does not preclude the Family from completing a new application for the HCV Waiting List, when the waiting list is open.

## **SECTION VI. Payment and Subsidy Standards**

TMHA shall determine the Family's unit size and Family contribution of housing cost in accordance with HUD regulations, using the verification hierarchy outlined in HUD's regulations and verification guidance.

### **A. Payment Standards**

1. TMHA will establish program Payment Standards by balancing the competing needs of setting Payment Standards as low as possible to assist as the highest number of Families within available funding, while still setting the Standards high enough to ensure that Families can find and lease housing in non-impacted neighborhoods. The range of possible Payment Standards is between 110 percent and 90 percent of HUD's Fair Market Rent standard.
2. TMHA will monitor the effect of the Payment Standard it sets by tracking the percentage of families who lease housing within the time limit established for their voucher (the "success rate") and the locations where families actually lease. If the success rate decreases or the pattern of leasing shows families leasing fewer units in non-impacted neighborhoods, staff will recommend an increase in the Payment Standard to the Board of Commissioners.
3. The Payment Standard for Housing Choice Vouchers shall be determined annually following the publication of the final Fair Market Rent (FMR) by HUD and shall be made effective as soon as possible after HUD issues FMRs.
4. The Executive Director shall determine the payment standard with the following criteria and/or objectives:
  - a. TMHA shall consider the amount received from HUD in its Annual Contributions Contract;
  - b. TMHA shall avoid concentration of Section 8 Families in high poverty areas;
  - c. TMHA shall seek to provide housing opportunities in all areas of its jurisdiction with particular emphasis on non-poverty areas; and
  - d. TMHA shall ensure that the majority of Families are not paying more than 40% of their income for their housing cost.

### **B. Family Subsidy Standard at Admission**

1. TMHA shall exercise prudence in the determination and administration of housing Subsidy Standards. Maximum Subsidy Standards for an eligible Family is determined based upon the members included on the application. All adult members must appear in person with photo identification.

2. Adult members that are not identified at the time of the application will not be considered as members of the assisted household and will not be added to the application unless they were minors at the time of application who have become adults while on the waiting list. Children added by birth, adoption, or court awarded custody between the time of application and admission will be added to the household when verification of the birth, adoption or court awarded custody to a family member listed on the application is provided to TMHA.
3. All individuals added to the household are subject to HUD's eligibility and TMHA's suitability standards. TMHA will not approve the addition of adults to a client family if the addition will increase the voucher size for which the family qualifies or if the adults do not pass the criminal history screening.
4. TMHA, shall review requests for additions to the household that are not described in the paragraph above to ensure additions are within TMHA's policy. TMHA will provide the Head of Household with written notification of the determination within fourteen (14) calendar days of the Family's request. Families denied the opportunity to add an individual to their household will be provided with the reason for denial.

C. Live-in Aides

1. TMHA's decision about whether or not to permit the addition of a Live-in Aide to a voucher household shall be based upon verification that:
  - a. The person to be assisted by the live-in aide qualifies as an Individual with a disability as defined at **24 CFR part 8.3**; and
  - b. A qualified medical practitioner verifies that the live-in aide is needed because of the disability; and
  - c. That the individual proposed as the Live-in Aide possesses the skills and ability needed to provide the services needed by the person with a disability as verified by the qualified medical practitioner.
  - d. The Live-in Aide passes a criminal history screening and owes no money to any TMHA.
  - e. Tuscarawas Metropolitan Housing Authority shall notify the Family of the decision to approve or deny the Live-in Aide in writing within fourteen (14) business days from the date all required documentation is provided
2. The Family and Live-in Aide will be required to submit a certification that the Live-in Aide is (1) not obligated to support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.
3. Under this HUD definition, a person already residing in the unit (such as a spouse, boyfriend or girlfriend) cannot be a live-in aide (since they are living in the unit anyway).
4. A live-in aide cannot have another place to live since he/she is verified to be necessary to provide care on a live-in basis and is supposed to live in the unit. A live-in aide may have a job outside the assisted unit if the disabled individual's qualified medical practitioner certifies that the outside employment will not affect the care and services to be provided to the person assisted.
5. TMHA must determine annually the eligibility of the household for a Live in Aide.
6. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide will not be considered as a family member on the voucher, his/her income will not be counted for eligibility or rent purposes, and the

live-in aide cannot receive the voucher as a “remaining member of a tenant/client family.”

7. The Live-In Aide must meet TMHA’s screening criteria. Further, the live-in aide must not currently owe rent or other amounts to TMHA or any other housing authority in connection with any HCV or Public Housing programs.

D. Family Subsidy Standard during participation

1. TMHA will permit the addition of minors who are born to or adopted by a family member listed on the lease and voucher, or when a court awards custody or other approved certified custody/guardianship documents to a family member listed on the lease and voucher although such additions to the family must be reported within 10 calendar days of occurrence;
2. TMHA will not permit the addition of adult family members to the family unless such addition passes the criminal history check and will not increase the voucher size for which the family qualifies;
3. TMHA shall review the composition of the household at each annual recertification. If the addition of a family member results in overcrowding (more than two persons per living/sleeping room) TMHA will notify the Head of Household of the need to move and issue the Family another Housing Choice Voucher at the termination of the family’s lease.
4. The standards applicable to adding a Live-in Aide to the household (who is, by definition a household member but not a family member) during the family’s participation are the same as those listed under “Family Subsidy Standards at Admission”

E. Occupancy Standards

Voucher size is one factor in determining the family’s level of assistance. The size (number of bedrooms) of a voucher will be based upon the family/household composition. In compliance with the Fair Housing Act, other fair housing laws, and HUD regulations (**24 CFR 982.401 and 24 CFR 982.402**) and in an effort to administer federal funds responsibly, TMHA takes a conservative and stringent approach in determining the appropriate size of the voucher. To that extent, TMHA will utilize an occupancy standard of two (2) persons per bedroom, pursuant to the HUD guidelines concerning the Determination of Unit Size Requirements. TMHA will not determine who will share a bedroom/sleeping room. TMHA shall issue a voucher for the smallest sized unit possible using the following standards regardless of age, gender, or relationship of family and household members:

1. At least one person must occupy each bedroom.
2. A maximum of two (2) persons may occupy a bedroom or living/sleeping room,
3. A single woman who is verified to be pregnant will be issued a 2-BR voucher,
4. A one-person family will be issued a one-bedroom voucher.
5. Larger families (more than one-person household) will be issued vouchers based upon the two (2) persons per bedroom occupancy standard, without regard to the age, gender, or relationship of family members. For example, a two-person family will be issued a one-bedroom voucher; a three-person family will be issued a two-bedroom voucher.
6. A child (under 18 years of age) who is temporarily away from the home because of placement in foster care, or an adult member over age 18 who is a full-time student temporarily away at college is considered a member of the family.

7. Two disabled individuals may be assigned a two (2) bedroom voucher subject to the review and approval of a request for reasonable accommodation.
8. A bedroom may be allocated for an approved Live-In Aide to provide continuous medical assistance to a Disabled Family member. Since a live-in aide is one person, no additional bedrooms will be considered for the Live-In Aide's Family. A live-in aide must not have another residence, but rather must live in the unit.
9. A bedroom will not be allocated to house furniture, and a bedroom will not be allocated for medical equipment unless it is verified necessary for a resident with a disability. TMHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the participant with a disability warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom to house a folding wheelchair.

F. Unit Size Selected by Voucher Holder

The family may select a dwelling unit of a different size than that listed on the Voucher; however, the affordability may not exceed 40% of adjusted monthly income at initial lease up. The unit must provide adequate space so that there are no more than two family members for each living or sleeping room in the unit.

The Housing Assistance Payment is based upon the lower of the Payment Standard for family unit size or the Payment Standard for the unit size rented by the family. The utility allowance for which the family will qualify will be based upon the lower of the allowance for the unit size approved for the family or the allowance for the unit actually leased.

In the project-based voucher program families must reside in a unit of the correct size according to these subsidy standards.

G. Remaining Family Member

1. Under certain circumstances the original Family composition may be altered when the Head of Household leaves the unit. A Remaining Family Member, as defined by HUD, is an adult Family member already in the household at the time the Head of Household permanently leaves the household.
2. If the Head of Household dies, or otherwise permanently leaves the household for any reason unrelated to criminal activity or incarceration, and there is another eligible adult Family member capable of assuming the Head of Household position, the voucher assistance will pass to that Remaining Family Member, who will then become the Head of Household.
3. When the Head of Household leaves the unit because of criminal activity or incarceration, TMHA will continue assistance to the remaining family members so long as the family includes another adult who is not involved in criminal activity. This adult will become the Head of Household.
4. If there are more than one qualified remaining Family members, the Family may designate any qualified Family member as the Head of Household. The Head of Household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as Head of Household.
5. Whenever an adult family member takes over the position of head as the remaining family member, he or she becomes responsible for any debts to the owner or TMHA incurred by the previous head.

6. If the head of household dies or leaves the household permanently, the remaining family members must report this fact to TMHA in writing within 10 days after the head of household's departure.
7. TMHA will not permit adults not formerly members of the household to join the household simply to become the remaining member of a tenant family.

#### H. Temporary Absence of Head of Household

1. If the Head of Household is temporarily absent from the home due to illness requiring hospitalization, nursing home confinement, or employment outside the local area, including military service, the Section 8 HAP will be provided for a maximum of 90 days. The absent Head of Household's income will continue to be counted and the Family will be responsible for their portion of rent to the Landlord for the 90-day period. If the Head of Household is unable to return to the Section 8 Housing Program assisted unit after the 90-day period, TMHA will no longer consider the absent Family member the Head of Household and the Family may utilize the provisions of section G.
2. An exception will be considered for the benefit of minor children where there is no eligible remaining Family member that has the legal capacity to enter a lease under state and local law. If there is another eligible adult that was not previously a member of the household who is available to move into the unit and assume the role as Head of Household, TMHA may consider the addition of this adult as the Head of Household. The adult assuming the role as Head of Household must assume legal custody or kinship care of the minor children. The newly designated Head of Household must meet TMHA's eligibility standards, and their income will be used to determine the Family's share of housing assistance. For the benefit of the minor children, the newly designated Head of Household may assume permanent status as Head of Household if the initial Head of Household is unable to return to the unit and grants written authorization. In such cases, the initial Head of Household's claim to Section 8 assistance is lost. The new Head of Household would assume any outstanding debt incurred by the former Head of Household.

#### I. Separation or Divorce

In cases of divorce or separation under a settlement or judicial decree, TMHA shall follow a court's ruling in determining which Family members continue to receive Section 8 assistance. In cases where no settlement or judicial decree exists, TMHA will:

1. grant the voucher to the Family member who retains custody of the minor children or who cares for Disabled Family members;
2. grant the voucher to the Family members forced to leave a unit as a result of actual or threatened physical violence against Family members by a spouse or other Family members of the household;
3. grant the voucher to the Family member that provides housing for the minor children 51% or more of the time in the case of joint custody.
4. TMHA will not grant both parents of minor children a voucher.

#### J. Determination of Family Share of Housing Cost (24 CFR part 5.609)

The Family's contribution to the housing cost will be based upon the verified Annual and Adjusted Income as defined in HUD regulations.

The amount of the Total Tenant Payment will be calculated based on the highest of:

1. ten percent (10%) of the monthly unadjusted Family Income;

2. thirty percent (30%) of the Family's monthly adjusted income;
3. TMHA minimum rent of \$50.00.
4. The actual amount of the family's contribution will be the Total Tenant Payment unless the family chooses a unit with a gross rent higher than the payment standard. In this instance, the family's contribution to housing cost will equal the Total Tenant Payment plus the amount by which the gross rent exceeds the payment standard.

K. Exemption from Minimum Rent Requirement

Families paying the minimum rent required by TMHA may request an exemption from the minimum rent requirements if they believe the imposition of minimum rent creates a hardship for their Family. TMHA will consider the following hardships:

1. The Family has lost eligibility for, or is awaiting an eligibility determination for federal, state, or local assistance program;
2. The income of the Family has decreased because of changed circumstances including loss of employment; or
3. A death in the Family has occurred.

The minimum rent exemption will be granted to families paying minimum rent as soon as the exemption is requested and TMHA will begin verifying the nature of the circumstances under which the family qualifies for the exemption. If the verification process reveals that the circumstances will last for less than 90 days, the minimum rent will be reinstated retroactively to the date it was requested. If the circumstances will last for more than 90 days, the minimum rent will be exempted until the circumstances change.

L. Adjustments to Income

Adjusted income is the annual income of all household members after making the mandatory deductions as identified in **24 CFR 5.611 and 24 CFR 5.617**.

1. *Mandatory Deductions include:*

- a. \$480 for each dependent;
- b. \$525 for elderly or disabled Families;
- c. Un-reimbursed anticipated annual medical expenses of Elderly or Disabled Families, plus un-reimbursed disability assistance expenses for care or apparatus for disabled Family members that exceed ten percent (10%) of annual income and permit an adult family member to work except that for current voucher holders with unreimbursed medical or disability expenses the deductibility threshold shall be 5 percent of annual income;
- d. Reasonable childcare expenses to allow an adult Family member to work, actively seek work, or attend school.

M. Verification of Income, Assets and Deductions

TMHA shall follow the stricter of HUD's regulations and guidance on the verification of income, assets and asset income and deductions from income or its own procedures. See **Procedure on Verification of Information**.

N. Non-Cash Contributions to Families

As required by Federal regulations, in determining Annual Income, regular non-cash contributions from persons outside the Family are included. This information shall be

obtained from the Zero Income Interview Questionnaire, Contribution Form and Personal Declaration and Questionnaire; TMHA shall verify the type and value of the non-cash contribution by contacting the source and obtaining an acceptable third-party verification.

O. Maximum Initial Rent Burden

A family shall not initially pay more than 40% of their monthly adjusted income toward their portion of the rent and utility allowance for occupancy of a newly leased Section 8 assisted unit. This rent burden test is applied at the initial lease-up of a new unit (including whenever a family moves) but is not applied during subsequent years of occupancy in a unit already under lease.

P. Utility Allowance

At least annually, the Housing Authority shall obtain and analyze utility rate data for Utility providers in the local jurisdiction and will determine whether there has been a Change of 10% or more in the rate for any utility since the last revision of the Utility Allowance Schedule.

If there has been a change of 10% or more, an appropriate adjustment to the schedule shall be made. No adjustment shall be made for any increase less than \$1 per unit month.

Q. Utility Reimbursements

When the unit leased by a participating family has tenant paid utilities and the amount of utility allowance exceeds the Family's total tenant payment, TMHA shall issue the Family a payment for the amount by which the utility allowance exceeds the total tenant payment. This is the Utility Reimbursement. All utility reimbursements are paid by check monthly,

## **SECTION VII. Request for Tenancy Approval, Inspection and Leasing**

A. Term of the Voucher and Extensions

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. The housing unit's rent must fall within the rent reasonableness limitations for comparable unassisted units set by the Housing Choice Voucher Program; the unit must meet NSPIRE standards requirements; and the family share for rent and utilities may not exceed 40 percent of their adjusted monthly income.

The initial voucher term will be 60 calendar days. The family must submit a Request for Tenancy Approval and proposed lease within the 60-day period unless the Authority grants an extension. The Authority will not grant extensions of search time in extenuating circumstances, except as described below.

The Authority will approve extensions if necessary, as a reasonable accommodation for a person with disabilities. A family seeking an extension of the voucher term must submit a request for reasonable accommodation, and the request must be made before the voucher expires. In addition, the Authority may extend the voucher when the rental market is tight (vacancy rates are low for housing in the Payment Standard range and few units are available).

It is the Authority's policy to suspend the term of the voucher from the date a Request for Tenancy Approval and proposed lease is received by the Authority, while the Authority processes the request, until the date the Authority makes a final determination with respect to that Request for Tenancy Approval.

## B. Portability and Moves

Portability is a feature of the HCV program under which voucher holders may use their vouchers in jurisdictions other than those that issued the voucher. The details of portability are covered in the **Procedures on Portability**. Eligible families are permitted to port to another jurisdiction that runs an HCV program, subject to the following policy:

### *Outgoing Vouchers:*

1. Families whose head and spouse lived somewhere other than the TMHA's jurisdiction on the date of application must lease within TMHA's jurisdiction for 12 months before becoming eligible for portability.
2. Families whose head and spouse lived in the TMHA's jurisdiction on the date of application are eligible for portability as soon as they receive their voucher as long as they hold a valid Housing Voucher, have not violated any Family Obligations, do not owe money to any Housing Authority and are moving to a location where their housing assistance payment is affordable under TMHA's budget authority, if the receiving TMHA cannot absorb their voucher.
3. Families that are new admissions to the program must meet the income eligibility requirements applicable to the area where the family initially leases a unit with assistance.
4. Participant families are not required to meet the income eligibility requirements in the area the family plans to move. Families must notify the Authority in writing when they want to move out of the Authority's jurisdiction using the portability feature.

### *Incoming Vouchers:*

TMHA may absorb some or all incoming portable vouchers when it has funding available. Otherwise, when the Authority reaches full utilization (or when there are questions about the availability of HUD HAP payments), the Authority will not absorb incoming portable Vouchers but will bill the sending TMHA for the family's costs under the program.

## C. Relocation of Witnesses and Victims of Crime

TMHA will provide Housing Choice Voucher assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. The Authority will accept written referrals from HUD for such cases. All referred applicants must meet Housing Choice Voucher eligibility requirements before admission to the program.

## D. Restrictions on Renting to Relatives

Families may not lease a property owned by relatives (i.e., sister, brother, mother, father, spouse, son, daughter, etc.) as set forth in HUD regulations. Exceptions to restrictions on renting to relatives are made if a reasonable accommodation is required for the family and is approved by the ADA-504 Coordinator. Families seeking an exception must submit a request for reasonable accommodation. In no case will an exception be granted to permit someone to lease a unit from a family member when that family member owns and lives in the unit, since this is forbidden by statute and regulation.

## E. Request for Tenancy Approval

After the family is issued a voucher, the family must locate an eligible unit with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request the TMHA to approve the assisted tenancy in the selected unit.

F. Owner information in the RFTA package

1. All new Landlords must provide the following documentation:
  - a. Tax identification letter issued by the IRS or social security card
  - c. Direct deposit agreement with voided check
  - d. Current government issued photo ID
  - e. IRS W-9 form with original signature
  - f. Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
  - g. Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A
2. The RFTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, proposed rent and the requested beginning date of the lease, necessary for the TMHA to determine whether to approve the assisted tenancy in this unit.
3. Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.
4. Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless TMHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household, and the owner is not living in the unit.
5. For units constructed prior to 1978, owners must either
  - a. certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or
  - b. attach a lead-based paint disclosure statement.
6. The RFTA, proposed lease, and other required documents listed above must be submitted no later than the expiration date stated on the voucher. **HCV Guidebook**
7. The duration of the lease shall be one year.
8. When the family submits the RFTA the TMHA will review the RFTA for completeness.
  - a. If the RFTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RFTA, the TMHA will notify the family and the owner of the deficiencies. It is the sole responsibility of the owner and the tenant to submit the required documentation timely and without omissions or errors. Failure to provide this documentation within the specified time and without errors will result in the nullification of the RFTA approval process.
  - b. Missing information and/or missing documents will only be accepted as original hard copies, scanned copies of original documents transmitted electronically, and in-person. The TMHA will not accept missing information over the phone but will accept some missing information via fax or email.
9. When the family submits the RFTA and proposed lease, the TMHA will also review the terms of the RFTA for consistency with the terms of the proposed lease.
  - a. If the terms of the RFTA are not consistent with the terms of the proposed lease, the TMHA will notify the family and the owner of the discrepancies.
  - b. Corrections to the terms of the RFTA and/or the proposed lease will only be

accepted as original hard copies in-person, or scanned copies of original documents transmitted electronically. The TMHA will not accept corrections by phone but will accept some corrections via fax or email.

10. Because of the time sensitive nature of the tenancy approval process, TMHA will attempt to communicate with the owner and family by phone, fax, or email. TMHA will use mail when the parties can't be reached by phone, fax, or email.

G. RFTA Limitation

The family may submit one Request for Tenancy Approval (RFTA) at a time. The family may only submit another RFTA if the previously submitted RFTA is voided.

H. Screening and Security Deposit Requirements

TMHA encourages Landlords to screen all potential residents. Landlords need not accept Families that have a poor rental history, a history of allowing persons not listed on the lease to live in the unit, a history of damaging units or vacating units without giving proper notice. TMHA shall not provide reimbursement to Landlords in cases when there are damages caused by the Section 8 Family or their guests; when the Section 8 Family vacates the unit without giving proper notice or does not pay the Family's portion of rent owed under the lease.

Owners may collect a security deposit that is reasonable and comparable to security deposits collected for similar, unassisted units in the area. The Authority prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.

TMHA will provide the Landlord with the Family's current address, as shown in TMHA's records, and the name and address, if known, of the Family's current and previous Landlord.

I. HAP Execution Policies

Preparation of the lease and HAP contract will be handled in accordance with the **Procedure on HAP Execution**.

1. Both the owner and voucher holder must sign the Request for Tenancy Approval. The Request for Tenancy Approval and a copy of the owner's proposed lease must be submitted prior to the expiration of the Housing Voucher.
2. The Lease form must be the standard form used in the locality by the owner. The lease must contain terms consistent with State and local law, and that apply generally to unassisted tenants in the same property.
3. The HUD Addendum to the lease must be used in conjunction with the owner lease and HAP contract. The Authority will review the documents to determine if they are consistent with State law.
4. The owner may be required to make changes to his/her lease agreement. If the lease does not meet HUD requirements, the Authority will explain the problems to the owner and suggest how they may be corrected, by a specific date. If the lease cannot be approved for any reason, the owner and the family will be notified in writing and the reasons provided. The Authority does provide a sample lease agreement that owners may opt to use.

J. Non-housing Agreements

1. Landlords/owners may not require the payment of mandatory fees or charges for additional services such as parking, internet, extra appliances, etc., above the rent amount set forth in the HAP contract.
2. Owners and tenants may execute agreements for optional services (i.e., late charges, pets, pet deposits<sup>3</sup>, community rules, and covenants) and appliances (other than range and refrigerator) and other items in addition to those that are provided under the lease, only if the tenant has the right to refuse the service and the agreement is in writing and approved by the Authority. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to the Authority.
3. Any appliance, service or other item(s) that is routinely provided to non-subsidized tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.
4. The Authority is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.
5. The following types of separate agreements are not acceptable: agreements for altered or additional security deposit, altered or additional rent amounts and/or fees, excess utilities, or charges for any item customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants on the premises.

K. NSPIRE Standards and Inspections

1. Prior to execution of the HAP contract, the Authority is required by HUD regulations to inspect the unit to ensure it meets NSPIRE standards, (NSPIRE standard).
2. HUD's performance and acceptability standards for HCV-assisted housing are provided in **24 CFR 982.401**. TMHA's administration of the NSPIRE standards is covered in the **Procedure on Housing Quality Inspections**.
3. No unit shall be initially placed under contract in the Housing Choice Voucher Program until/unless the standards are met. Units must also continue to meet NSPIRE standard as long as the family continues to receive housing assistance in the assisted unit. NSPIRE standard takes precedence over local housing codes and other codes.
4. The family must allow the Authority and the owner to inspect the unit at reasonable times with reasonable notice and grant access to the unit in emergencies. Failure to allow access for inspection or an emergency is a violation of the family obligations and grounds for termination from the program.
5. **Modifications to Provide Accessibility**
  - a. Under the Fair Housing Act of 1988 an owner is not permitted to refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit at the family's expense.
  - b. Modifications to units to provide access for a person with a disability must meet all applicable NSPIRE standard requirements and conform to the design,

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<sup>3</sup> Note that an Assistance Animal (service animal or companion animal) verified to be needed by a person with a disability is not a pet and a pet deposit may not be charged.

construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

- c. When the applicant moves from the unit the owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises.
- d. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest-bearing escrow account over a reasonable period of time.
- e. The interest in any such account accrues to the benefit of the tenant and the owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. **24 CFR 100.203; Notice 2003-31**

#### 6. Family Responsibilities **24 CFR 982.404**

The family is responsible for breach of the NSPIRE standard that is caused by the following:

- a. Utilities that are required to be paid by the tenant are not in service;
- b. Appliances that are required to be provided by the tenant are absent or not working.
- c. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear", is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

#### 7. Owner Responsibilities

- a. The owner is responsible for all NSPIRE standard violations not listed as a family responsibility above. However, if the family's actions constitute serious or repeated lease violations the owner may take legal action to evict the family.
- b. TMHA does not enforce the lease agreement between the Family and the owner through the enforcement of NSPIRE standard; however, a Family's living habits may cause damage to the unit and result in NSPIRE standard violations that are the Owner's responsibility to repair. Owners are responsible for all lease enforcement activities and any legal actions taken as a result of serious and/or repeated violations of the lease agreement. Lease violations and eviction paperwork must be submitted to TMHA at the time of occurrence.
- c. TMHA shall review all communications sent from owners related to lease violations and/or evictions and take appropriate action based upon the type of violations. This may include termination of assistance for the Family that has violated the lease agreement.
- d. Owners who fail to provide TMHA with documentation throughout the Family's occupancy, risk the possibility that a Family may be relocated even if serious lease violations have occurred.
- e. Failure to provide TMHA documentation at the time of occurrence and/or failure to properly enforce the lease agreement may not justify denial of a move request or the termination of assistance to the Family.

8. Special Requirements for children with elevated blood-lead levels 24 **CFR 35.1225**

- a. A risk assessment must be conducted for deteriorated paint at initial and annual inspections when the unit was built prior to January 1, 1978 and occupied by a child on the lease under the age of six. The risk assessment must be completed in accordance with program requirements and the results of the risk assessment will immediately be provided to the family and the owner of dwelling. Within 30 days after receiving the risk assessment report from TMHA, or evaluation from the public health department, the owner is required to complete the reduction of identified lead-base hazards in accordance with the lead base paint regulations 24 **CFR 35.1325 and 35.1330**. All deteriorated paint found in the above referenced units, must be corrected in order to pass NSPIRE standard. The requirement for passed inspections is triggered by the amount of the deteriorated paint observed known as the Below De Minimis or at or Above De Minimis rule. TMHA must determine which set of requirements the owner is instructed to follow to correct deteriorated paint and describe the deficiency on the NSPIRE standard Inspection Report. An executed copy of the Owner's certification showing lead base paint clearance is required to pass any LBP violation listed as at or above De Minimis. If the owner does not complete the "hazard reduction" as required by the re-inspection, the dwelling unit is in violation of NSPIRE standard and will result in abatement of HAP payment to the owner. If the TMHA is notified by a public health department or other medical health care provider, or verifies information from a source other than public health department or medical health provider, that a child of less than 6 years of age, living an HCV assisted built prior to January 1, 1978 has been identified as having an environmental intervention blood lead level, the TMHA will complete a risk assessment of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information will be provided to the owner.

9. At least quarterly, TMHA shall attempt to collect from public health department(s) within TMHA's area of operation the names and/or addresses of children under 6 years of age with an identified environmental intervention blood lead level. TMHA shall match this information for families receiving HCV assistance. If a match occurs, TMHA will notify the owner and conduct a risk assessment inspection.

10. Violation of NSPIRE standard Space Standards 24 **CFR 982.403**

If a unit does not meet the NSPIRE standard space standards because of an increase in family size or a change in family composition, the TMHA will issue the family a new voucher at the earlier of the family's next annual reexamination or the expiration of the family's lease, and the family must try to find a large enough unit as soon as possible.

L. Additional Inspection Requirements

1. TMHA uses the acceptability criteria in HUD program regulations 24 **CFR 982.401**, interpretative guidance of acceptability criteria in Form HUD 52580-A Inspection Checklist, and the HUD Housing Inspection Manual.
2. Where these documents instruct that guidance should be sought from local codes/practice, TMHA has issued instructive guidance in the form of Inspection Policy and Procedure maintained in the Authority's Inspections Office.

M. The Inspection Process

Before approving a lease, TMHA shall inspect the dwelling unit for compliance with NSPIRE standard. All inspections of units shall be conducted within 7 to 10 calendar days of the date the unit will be ready for inspection, as documented on the RFTA packet.

TMHA uses an electronic inspection system to conduct NSPIRE standard inspections. Copies of the failed inspection report shall be mailed or emailed to the Landlord and Family. A report for every inspection shall be prepared and maintained in the Family's file in the Section 8 division. Each report shall specify the defects or deficiencies, if any, which must be corrected by the Landlord before the HAP contract will be executed.

### *1. Initial Inspection*

If at the time of the initial inspection TMHA determines that violations exist, TMHA shall notify the Landlord in writing, and require the defects be corrected. A copy of this notification shall be retained in the Family's file. If TMHA determines, as a result of the re-inspection that the Landlord has satisfactorily corrected all defects or deficiencies, TMHA shall execute the Housing Assistance Payment Contract.

If the Landlord fails to make the required repairs within the time frame provided by TMHA, the inspection and the RFTA shall be cancelled. The Family will then be issued new paperwork to search for alternate housing, provided there is time left on the voucher to search for housing.

### *2. Annual/biennial Inspections*

TMHA conducts inspections every year, unless circumstances (for example, Covid or short staffing) require biennial inspections. If the unit passes the inspection, TMHA shall continue HAP payments to the Landlord.

For landlords whose units routinely fail the inspection standard more frequent inspections will be conducted.

### *3. Emergency Fail Items (Abatement will follow)*

Emergency inspections are conducted immediately upon receipt of information that there are deficiencies in a unit that may be considered life threatening. Such deficiencies must be corrected within 24 to 72 hours of the inspection date, depending on the nature of the deficiency.

Hazards that pose an **immediate threat to the health and safety** of the Family must be corrected within twenty-four (24) hours. Examples include any condition that jeopardizes the security of the unit including but not limited to:

- a. Broken locks (window, doors, or any point of entry),
- b. Broken window or door frames,
- c. Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of collapsing,
- d. Natural gas or fuel oil leaks,
- e. Any electrical problem or condition that could result in shock or fire,
- f. Condition that present the imminent possibility of injury,
- g. Obstacles that prevent safe entrance to or exit from the unit,
- h. Absence of a functioning toilet in the unit,
- i. Inoperable smoke detector,
- j. Absence of a working heating system when the outside temperature is below 60 degrees Fahrenheit,
- k. No gas in unit when the unit has gas appliances or fixtures,
- l. No running water in unit,
- m. No electrical power in unit,

Hazards that represent a potential threat to the health and safety of the family must be corrected within seventy-two (72) hours.

Examples include:

- a. The unit lacks hot water;
- b. Referrals to municipalities or County Health Department.
- c. Inadequate heat when the outside temperature is less than 68 degrees.

If a Family is issued a voucher to move because the NSPIRE standard inspection revealed the unit is in a condition that poses a threat to the health and safety of the Family, TMHA may notify the appropriate city for code enforcement. The city will be given the property address and Landlord's name.

#### 4. *Complaint Inspections*

TMHA shall respond to all Families reporting violations of NSPIRE standards in their units. Requests for complaint inspections are made to the NSPIRE inspection staff. Families may call Customer Service or submit a written request. TMHA will also respond to calls made by the general public reporting violations of NSPIRE standard. If the nature of the violation threatens the health and safety of the family, an immediate NSPIRE standard inspection will be conducted.

Once the complaint is received, TMHA shall notify the Family and Landlord of the complaint and give the Landlord and/or Family a reasonable amount of time to address the complaint and make necessary repairs. If the complaint is not addressed appropriately within the time frame specified, TMHA shall perform an inspection of the unit and take the steps outlined for such situations according to the terms of the HAP contract.

Hazards that pose no threat to the health and safety of Families must be corrected within thirty (30) days. If the nature of the violation threatens the health and safety of the family, an immediate NSPIRE standard Inspection will be conducted.

5. *Re-inspection Process:* TMHA shall schedule a re-inspection by providing written or email notice to the landlord with a copy to the family, advising him or her of the date and time of the re-inspection. Routine re-inspection appointments shall occur no later than thirty (30) days after the unit fails inspection. **A nine-day grace period will be granted to the family or landlord to request a final inspection. Failure to have all non-emergency repairs made within 30 days will result in terminating program assistance if the family is responsible for making the correction, and/or cancelling the HAP contract and relocating the family if the landlord is responsible for making the correction.**

TMHA will bear the cost of the first and second inspections of any of the types of inspections listed above but will charge the owner for any inspections where the owner claims that defects have been repaired and it is found that the defects still exist. The first such charge by TMHA will cover travel costs to perform the inspection. Any subsequent inspections required will charge the owner for the pro-rated loaded salary rate of the inspector plus travel costs.

#### N. Abatement of Housing Assistance Payment

TMHA shall abate HAP to Landlords for units that fail NSPIRE standard when the Landlord fails to make acceptable corrections within the required time frame. TMHA shall not abate payments to Landlords for violations of NSPIRE standard that are the Family's responsibility. TMHA shall offer housing mobility services to the Family when payments to the owner are abated due to no fault of the family.

TMHA will abate housing assistance payments when the unit fails a re-inspection for a violation of NSPIRE standard that is the responsibility of the Landlord and may take-action to ban the landlord from participating in the TMHA Section 8 program.

*1. Mandatory Relocation of Family*

Once it is determined to abate the unit, the landlord shall be notified in writing of TMHA's intent to abate the unit and move the Family. TMHA shall cancel the HAP contract when the Family moves from the unit or sixty (60) days after the abatement notification date, whichever comes first.

If TMHA initiates action to abate the unit, the Family must move from the unit. If the Family decides not to move, TMHA shall terminate the assistance to the Family in accordance with the HAP Contract.

*2. NSPIRE standard Violations*

In accordance with the HUD Tenancy Addendum (HUD-52641A), a breach of the NSPIRE standard caused by the Family is not the responsibility of the Landlord. TMHA will terminate assistance to the Family if the Family fails to correct a NSPIRE standard breach caused by the Family member or by a guest.

The following actions constitute a Family breach of the NSPIRE standard:

- a. Tenant paid utilities that are not in service;
- b. Failure to provide and maintain any appliances that are to be provided by the Family;
- c. Vermin infestation in the unit caused by the family's housekeeping; or
- d. Damage to the unit beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the family's security deposit under state law.

*3. Owner Responsibility*

The owner is responsible for all other NSPIRE standard violations not listed in the Family breach of NSPIRE standard section listed above, even if the violation is a result of the Family's living habits. If the Family's living habits constitute serious and/or repeated violations of the lease agreement, it is the owner's responsibility to enforce the lease with appropriate legal action up to and including eviction of the Family from the property. (See Family violation section listed above.)

The owner may choose to make repairs that result from a Family's violation of the lease agreement and bill the Family for the repair.

**O. Rent Reasonableness Determination**

TMHA shall monitor the rents within its jurisdiction and disapprove a lease for a rent that is not reasonable, based on the rents charged for comparable rental units in the immediate area. TMHA shall exercise this authority for all Section 8 tenant-based program participants.

*1. Factors to Consider When Determining Rent Reasonableness*

HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The TMHA may use these factors to make upward or downward adjustments to the rents of comparable units when the units are not identical to the HCV-assisted unit.

- a. Location and age of the unit;
- b. Unit size, including the number of rooms and square footage of rooms;
- c. The type of unit, including construction type (e.g., single family, duplex, garden, low-rise, high-rise);
- d. The quality of the units including the quality of the original construction, maintenance and improvements made;
- e. Amenities, services, and utilities included in the rent;
- f. Availability of public transportation at or near the unit; and
- g. Proximity to quality schools and employment opportunities.

2. *Units that Must Not be Used as a Comparable*

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits or tax incentives; and units subsidized by the Department of Agriculture rural housing programs

3. *Rents Charged for Other Units on the Premises*

- a. The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.
- b. By accepting payment from TMHA each month, the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises.
- c. If asked to do so, the owner must give TMHA information regarding rents charged for other units on the premises in accordance with the voucher program regulation at **24 CFR 982.507**, which requires TMHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units in the open market.

4. *TMHA's Rent Reasonableness Approach*

TMHA utilizes a rent reasonableness system and database that compares similar units and includes and considers all of HUD's rent reasonable factors. TMHA shall use 3 comparable units for each rent reasonableness determination. A hedonic pricing methodology adjusts the rental value of the comparable units, based on features that may differ between the comparable units and the subject unit. For example, when a comparable unit has a significant feature that the subject unit does not have (e.g., owner-paid utilities), the rental price of the comparable unit should be adjusted downward, as if the comparable unit also did not have this feature. The amount of the adjustment is equal to the value of that feature in the market. A hedonic pricing system is a model identifying price factors according to the premise that price is determined both by internal characteristics of the good being sold and external factors affecting it. The most common example of the hedonic pricing method is in the housing market: the price of a property is determined by the characteristics of the house (size, appearance, features, condition) as well as the characteristics of the surrounding neighborhood (accessibility to schools and shopping, level of water and air pollution,

value of other homes, etc.) The hedonic pricing model is used to estimate the extent to which each factor affects the price.

TMHA shall use a database to identify and compare the program subject unit to the most similar private market rental property units within a specific geographic radius, drawing on a data base of non-subsidized comparables and current property listings in compliance with HUD Rent Reasonable requirements.

Section 24 CFR part 982.507(c) states that the owner must provide TMHA information requested on rents charged by the owner for other units in the premises or elsewhere. The RFTA, Form HUD-52517 was revised to add information from owners of multifamily properties on the rents charged for three (3) recent rentals of comparable unassisted units in the same complex. The owner supplies this information in Section 12a of the revised RFTA. TMHA may use the information provided in Section 12a of the form to determine and document rent reasonableness for comparable unassisted units in the same apartment complex.

#### **5. *How Market Data is Collected***

TMHA's database utilizes landlord listings to continuously update a database used to determine rent reasonableness. The database allows staff to use a variety of techniques to assure that data is current and acceptable. Techniques include but are not limited to phone verification, Multiple Listing Service updates, and owner provided leases. TMHA may collect and enter data on unit information and market rents in the TMHA jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.

#### **6. *How Rents are Determined***

The TMHA shall use a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as a comparable within the same market area. Where available, interactive maps, with satellite overlays, will be used to identify and select the most similar unsubsidized units in closest proximity to the subject unit, and comparable unit data characteristics will be used to select the most similar units.

In comparing rents, TMHA shall take-into account critical market factors that impact rent, including the location, quality, size, unit type, and age of the contract unit, as well as any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Where comparable units differ from the unit proposed for HCV assistance, TMHA shall determine whether those differences impact rent. Where they do, TMHA shall adjust the rental value of the comparable units, up or down, based on the market value of these factors. The rent for the unit proposed for HCV assistance will be compared to the adjusted rents for the comparable units, enabling a fair, accurate, market-based determination of rent reasonableness.

TMHA shall notify the owner of the rent approved based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. TMHA may consider this information when making rent determinations. The owner must submit any additional information within 3 business days of the TMHA notification.

P. Housing Assistance Payment Contracts with Landlords

1. When a complete and correct RFTA package is received, the unit passes the NSPIRE standard inspection, the rent is determined to be reasonable, and the Family's share of the rent will not exceed 40 percent of the Family's adjusted monthly income, TMHA will execute a Housing Assistance Payment (HAP) Contract with the owner.
2. TMHA shall execute HAP contracts for new admission Families on any day of the month after the unit has passed inspection and the rent has been agreed to by TMHA and the landlord before the 25<sup>th</sup> of the month. After the 25<sup>th</sup>, the contract will be executed for the first of the following month.
3. TMHA shall execute HAP contracts for moving Families on any day of the month after the unit has passed inspection and the rent has been agreed to by TMHA and the landlord. TMHA shall terminate all HAP Contracts of relocating Families on the last day of the month. If the Family remains in the unit beyond the last day of the month and has taken occupancy of the new unit, the Family will be responsible for the rent due to the landlord in one of the units (TMHA will not make HAP payments on two units for the same period of time, with the exception of the initial payment to the new landlord).
4. TMHA shall inform the Family and the landlord of the approved date of move in for the Family and the approved date of HAP contract effective date. The lease between the landlord and the client must have the same initial date as the HAP contract.

Q. Monthly HAP Payments

1. Under the terms of the HAP contract, the TMHA will not make HAP payments when a landlord is not complying with the terms of the contract (e.g., the landlord is requiring Voucher Clients to make mandatory "side payments" above the rent specified in the contract).
2. HAP disbursements shall be deposited directly into the Landlord's bank account by the fifth day of every month. A computerized statement detailing payment activity shall be provided electronically to the Landlord by the fifth of each month.
3. All HAP payments made by TMHA to the Landlord are deemed received by the Landlord when the funds are wired by TMHA to the Landlord's bank. TMHA can recover overpayments by deducting from the HAP disbursement.
4. Landlords are required to enroll in the direct deposit program.
5. Late Payments: The first HAP for a new contract will be received no later than two calendar months following the execution of the HAP contract. The HAP contract must be executed within 60 days of move in by the Family. If the HAP contract has not been executed within 60 days of move in by the Family, TMHA will consider the HAP contract void and not make any payment. All other payments will be made by the fifth day of each calendar month.

## **SECTION VIII. Ongoing Program Operations**

A. Rent Increases to Owners

On or after the anniversary of the first year or term of the lease and HAP contract, owners may request a rent adjustment. All adjustment requests submitted to the Authority must be requested in writing in the format prescribed by the Authority. The owner must provide a 60-day advance notice to the family and supply a copy to the Authority. Owner rent

adjustments, if determined reasonable by the Authority, are effective the first day of first month commencing on or after the contract anniversary date or 60 days from the first of the month following receipt of the owner request, whichever is later.

In order for the tenant to remain on the Housing Choice Voucher program in the unit, the new rent must meet rent reasonableness. If it does not, the Authority will attempt to negotiate the rent with the owner to an amount acceptable. If the Authority is unsuccessful and the owner proceeds with the rent increase, the tenant will be issued a voucher to move to a program acceptable unit.

The Authority reserves the right to suspend processing of owner requests for rent adjustments whenever funds are not sufficient to cover the cost of such adjustments.

## B. Annual Recertification

1. All Annual Recertifications are conducted by mail. TMHA mails out the package of forms to be completed by voucher participants and they are given a deadline before which the completed forms must be returned to TMHA.
2. With the adoption of the HOTMA requirements in this Administrative Plan, there is one new factor potentially governing eligibility for continued HCV assistance. All current HCV participants
  - a. **Must not own a home they could live in<sup>4</sup>.**
  - b. **As permitted by federal law and regulations, TMHA opts not to apply the asset limitation to current voucher holders.**
  - c. **For applicants, they may qualify if:**
    - 1) They sell or list for sale the house that they could live in.
    - 2) They reduce the amount of their net family assets to an amount below \$100,000

If current HCV participants come into compliance with the asset limits and "owning-a-home-they-could-live-in" rule, they will remain eligible for the HCV program. If current participants fail to comply with this requirement, they must be terminated from the HCV program.
3. Families are required to provide information on income, assets, deductions, and family composition at least annually, as well as the need for and the eligibility of a live-in aide.
4. Re-certification dates will change when a family has moved with assistance.
5. Recertification packets will be mailed to participating Families 90 to 120 days in advance of the scheduled annual re-certification effective date.
6. If the family fails to submit all the required documentation to TMHA, the family will be allowed 10 additional days to submit the required data. If the data is not then submitted, the family will be terminated for violation of family obligations.
7. Upon completion of the re-certification, the Authority will notify the owner and tenant in writing of the new rent to be paid by the tenant (and of the new Housing Assistance Payment, if applicable).

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<sup>4</sup> This standard will be met if an applicant owns a home that is not suitable for the applicant's disabilities, is in uninhabitable condition, or is located too far from an applicant's work to make commuting feasible

8. If there is an increase in tenant income that increases the tenant portion of rent, the tenant will be given a 30-day notice of the increase in rent. If re-certification was delayed by the tenant, the increase will be made retroactive to the original effective date of the re-certification.
9. If there is decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.
10. During the annual reexamination process, the TMHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR 5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents based on the policies in Sections 3-II.E, and 7-II.E, the parents' income will not be reviewed.
11. If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated in accordance with the policies in Section 12-I.D.
12. If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), the TMHA will process a reexamination in accordance with the policies in this chapter.

C. Interim Changes in Income and Family Composition

*Reporting Requirements*

1. **Voucher clients are required to report all changes in family composition or status to the TMHA n within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, Voucher Clients must report income decreases promptly. **Voucher Clients are also required to report interim increases in income if they have been granted interim rent reductions or have previously reported zero income.****
2. **Under the HOTMA regulation, PHAs are not required to perform interim rent adjustments if they believe that the difference in a family's annual income (either an increase or a decrease) will amount to a difference of less than 10 percent.**
3. **In addition, PHAs may decline to do interim adjustments in the last 3 months before a family's annual or biennial reexamination. If failing to perform an interim adjustment will make it impossible for a family to pay rent, the TMHA may conduct the interim adjustment in the last 3 months before the reexamination.**
4. **TMHA wishes to encourage families to improve their economic circumstances, so some changes in family income between reexaminations will not result in a rent change. TMHA will process interim changes in rent in accordance with the chart below.**

INCOME CHANGE	TMHA ACTION
(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days, is subject to Imputed Welfare Income rules <sup>5</sup> , or will decrease annual income by less than 10 percent	• Process interim rent reduction if income decrease will last more than 30 days, is not subject to Imputed Income rules or is more than 10 percent of annual income. <b>24 CFR § 5.609</b>
(b) Increase in verified family deductions	• Process interim rent reduction if income decrease will last more than 30 days and reduces annual income by more than 10 percent. <b>24 CFR § 5.609</b>
(c) Increase in income following TMHA granting interim rent decrease.	• Process interim increase for income increases after interim rent reductions.
(d) Increase in earned income from the employment of a current household member.	•Defer rent increase until next regular reexam unless the family has had an interim rent reduction in the reexam period. <b>24 CFR§ 960.255</b>
(e) Increase in unearned income (e.g. COLA adjustment for social security).	• Defer rent increase to the next regular reexam unless the increase is more than 10 percent of annual income
(f) Increase in income because a person with income (from any source) joins the household.	Conduct an Interim Redetermination of the family's income and raise the rent.
(g) Increase in income because the family misrepresented their income/circumstances at an Interim or Annual reexamination	Conduct an Interim Redetermination of the family's income and raise rent retroactively to the date of the misrepresentation
(h) Increase in monetary or non-monetary income after Voucher Client claims zero income	• Process an interim rent increase.

3. TMHA will process an interim increase in rent only if

- a. A change in unearned income will be an increase of more than 10 percent of annual income.
- b. An increase in earned income after the TMHA has granted an interim rent reduction in the same reexam year.
- c. the resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have<sup>6</sup>; or
- d. the resident's income increases after the resident was granted an interim decrease in rent; or

<sup>5</sup> Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions (**24 CFR § 5.615**).

<sup>6</sup> TMHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.

- e. the resident reported zero income and has a verified increase in income (that may be a non-monetary contribution); or
  - f. a person with income joins the household.
4. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to **TMHA Procedure on Verification 24 CFR § 982**
  5. TMHA will process interim decreases in rent as follows:
    - a. When a decrease in income is reported, and TMHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.
    - b. Voucher Clients reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.
  6. Voucher Clients granted a reduction in rent are required to report for special reexaminations at intervals determined by the Occupancy Technician. Reporting is required until income increases, or it is time for the next regularly scheduled reexamination, whichever occurs first.
  7. If Voucher Clients experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:
    - a. Welfare department has reduced the grant because of welfare fraud; or
    - b. Welfare department has reduced the grant because the family failed to comply with economic self-sufficiency requirements.
  8. If a Voucher Client challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.
  9. If the welfare department upholds the grant reduction, the Voucher Client shall owe a retroactive rent on the interim rent reduction granted in "8" above.
  10. If the welfare department overturns the grant reduction, no retroactive balance is owed.

#### **Interim Rent Decreases**

The tenant may report any of the following changes, which would result in TMHA conducting an interim adjustment to decrease the tenant's rent when verified:

1. Decrease in earned or unearned income;
2. Increase in allowances or deductions.
3. If a family receiving Temporary Assistance to Needy Families (TANF) has their TANF grant reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements, TMHA is not permitted to reduce tenant rent.
4. When a family's TANF grant is reduced, TMHA will verify the reason for the reduction through the Texas Department of Social Services and will reduce rent if the reason for the reduction is other than welfare fraud or failure to comply with economic self-sufficiency requirements.

#### **Required Interim Redeterminations**

1. For families claiming zero income, they will be required to report whenever they begin to receive any form of income, earned or unearned.
2. For families whose annual income cannot be projected with any reasonable degree of accuracy, re-certification may be scheduled every 120 days, as appropriate, given the family's circumstances.

### Interim Rent Increases

Interim increases in Tenant Rent will be made only when:

1. The tenant has misrepresented any facts related to income or deductions from income; or
2. The tenant has claimed zero income and has been verified to have cash or non-cash income; or
3. A family member with income joins the family (with TMHA's approval); or
4. The tenant has experienced an increase in income after having received an interim decrease in rent.

### Timing of Interim Rent Adjustments

1. Interim rent increases will be effective 30 days after the first of the month.
2. Decreases in the tenant rent will be effective the first of the month following the month the change was reported, so long as the facts alleged by the family are verified.
3. If a family's rent is increased due to unreported income or overstated deductions, the increase will be computed retroactive to the date when rent should have increased. Interim re-certification will be made effective the first of the following month of which the unreported income was documented and verified.
4. If the family's rent is decreased due to unreported change in income, the decrease will be effective the first date of the month after completion of the interim re-certification.
5. No retroactive rent decreases will be granted.
6. Participants must report changes in income timely in order to have the decreased rent effective for the first of the following month.
7. If the reduction is reported within 10 days of the change, the decreased rent will be made effective by the first of the following month.
8. If the family is responsible for delays in completing an interim re-certification, the Authority may terminate assistance.
9. The owner and tenant will be sent a notification letter informing them of the change in Rent, Tenant Rent and HAP, and the effective date of the changes.
10. Interim re-certifications do not affect regularly scheduled re-certification effective dates.

### Interim Changes in Family Composition

The family is required to **report** the following in writing to the Authority within ten calendar days of the change:

1. A family member is added by birth, adoption, or court-awarded custody, with or without increased income.
2. The family wants permission to add a member by any method other than birth, adoption, or court-awarded custody.
3. The family loses a member;
4. TMHA will approve the addition to the family of children by birth, adoption, or court-awarded custody when verified, and
5. TMHA **may** permit the admission of other household members who were not a party to the lease, with written owner approval, based on the following criteria and provided

the member is program eligible and the addition of the member will not disqualify the family for the size of voucher they are currently assisted under:

- a. Relationships consistent with TMHA's definition of family
  - b. Temporary custody of foster children
  - c. Other family member additions (e.g., kinship care)
6. Persons aged 18 or older may be approved for addition to the family even if the voucher size for which the family qualifies for will increase. They will be subject to the same criminal history screening used for all applicants upon approval. Only one such person may be added to any family during their term as voucher holders.
  7. Other than children added by birth, adoption, or court awarded custody, additional family members must be authorized by the Authority in writing and approved by the owner in writing through an amendment to the lease agreement.
  8. Failure on the part of the owner to approve an additional Family Member to the assisted unit does not constitute automatic grounds for termination of the lease agreement or automatic grounds for the Authority to issue a new Housing Voucher to the family to facilitate their moving to another unit. Instead, it means that addition of the requested family member is a lease violation and may subject the family to lease termination and termination of assistance.
  9. An adult family member who has been removed from the lease at the family's request may not re-enter the household without TMHA's written permission.
  10. Assisted families, whose head, spouse or other family member has become disabled since move-in, will have the opportunity to request a reasonable accommodation to increase the voucher size, if verified to be necessary to provide proper care or assistance.
  11. Alternatively, the family may receive authorization to relocate to an accessible unit, as may be required. As a reasonable accommodation to persons with disabilities, TMHA may approve a mutual rescission that will permit a family to move before the end of the lease term.
  12. All requests to remove a household member (e.g., because the member has been involved in criminal activity that threatens the entire family with program termination) must be accompanied by substantial supporting documentation that the member to be removed has another address. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location.
  13. If there is a change in family composition resulting in an increase or decrease to the family's voucher size and payment standard, the appropriate size will be used at the time of next annual re-certification and/or move, whichever comes first. And the lease and HAP contract will be revised at that time to reflect the new family size.
  14. Failure of the family to report an over-housed situation may result in a Tuscarawas Metropolitan Housing Authority requirement for repayment of excess HAP payments and/or termination from the program.

D. Earned Income Disallowances (*Adults with disabilities ONLY*)

1. A Voucher Client with disabilities who qualifies for an Earned Income Disallowance before 12/31/2023 will be eligible to receive the full 24 months of benefits (as long as he or she qualifies), but the program has been discontinued, effective 1/1/2024 by

Federal statute.

2. If a Voucher Client with a disability goes to work or has new or additional earned income and qualifies under one of the following three criteria, that individual will receive an Earned Income Disallowance (EID) as described below and in the **TMHA Procedure on Earned Income Disallowances**. To qualify, a Voucher Client must qualify as a person with a disability **and**:
  - a. Goes to work after having been unemployed for at least twelve months, or goes to work after having earned less in the last 12 months than would be earned working ten hours per week for a fifty-week year earning minimum wage; or
  - b. Receives new or increased earned income during participation in an education, job training, or other economic self-sufficiency activity; or
  - c. Receives new or increased earned income within six months of having received a cash benefit or in-kind services funded through the program of Temporary Assistance to Needy Families. If an in-kind benefit (childcare, clothing or transportation subsidies, for example) was received, it must be worth at least \$500 in the past six months.
3. During the first 12 months after the date when the Voucher Client qualified for the EID, the resident's rent will not be increased because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID plus any increases in unearned income that may occur after qualifying for the EID.
4. During the second 12 months after the date the resident qualified for the EID, the resident's rent will be increased by an amount equal to fifty percent of what the increase would be if not for the EID.
5. The disallowance periods described in number 2 and 3 above only occur while the resident is employed. If the resident stops working, the disallowance stops and resumes again when the resident goes back to work.
6. Even if the full 24 months of disallowance (12 months of full disallowance plus 12 months of 50% disallowance) have not been used, the EID will terminate 24 months from the date when the resident first qualified for the EID.
7. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if they qualify as described under number 1 above.
8. No one receives more than one EID in a lifetime.

E. Family Absences from the Unit

The family may be absent from the unit for up to 14 consecutive days with owner approval and written notification to the Authority. Absences longer than 14 consecutive days require written advance approval by the owner and the Authority. The family may not be absent from the unit for a period of more than 90 consecutive days for any reason or the family will be terminated from the program, per HUD regulations. During the family absence, assistance payments are terminated, and the family is responsible for the full contract rent.

Assistance for the entire household will be terminated if the head of household, co-head, spouse or adult child is absent due to incarceration for drug-related or violent criminal activity.

F. Remaining Family Members

A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.

If the head of household leaves the Housing Choice Voucher program for any reason, any remaining adult in the household may be designated by the remaining family as the head of household. If there are no remaining adults in a household that includes minor children, the Authority may at its discretion allow another person related to the remaining tenant family by blood or marriage or court action to assume head of household responsibilities even though that person was not previously listed on the lease.

Families will not be permitted to add adult members to the Family for the purpose of "leaving them the voucher."

G. Family Moves

*When moves are permitted*

A family is not permitted to move during the initial lease term. A family may only move once during any one-year period and only when their lease term has expired. Exceptions to restricting moves to the first term of the lease or within a twelve-month period are limited to the conditions listed above under paragraph A. **Unless otherwise approved, mutual rescissions of a lease between tenant and landlord are not allowed. A participant who chooses to rescind a current lease with a landlord without Authority approval may be subject to termination of assistance.**

*Moves within the Authority's jurisdiction:*

1. Other than the exceptions noted above, families will be eligible to move within the Authority's jurisdiction with continued assistance **only** if they:
  - a. currently live in the Authority's jurisdiction; and
  - b. hold a valid Housing Voucher; and
  - c. are eligible to move; and
  - d. have not violated any Family obligations; and
  - e. do not owe the Authority any money; and
  - f. their current landlord indicates that they are fully lease compliant; and
  - g. are moving at or after the date of their Annual Recertification of Income and Family Circumstances and at the end of their lease term.
2. A family that wants to move with continued assistance must vacate the unit in compliance with the lease and provide proper notice to the owner (as required under the lease) and to the Authority.
3. Failure to provide such notice will result in termination of assistance due to failure to comply with the family obligation.
4. Families that want to move must request a moving packet. Priorities for scheduling families for the move briefings are as follows:
  - a. Uninhabitable unit, including catastrophic disasters, uncorrected owner-caused NSPIRE standard failures, and overcrowding as defined in NSPIRE standard.

- b. Disability-related need, as documented by a qualified medical practitioner.
  - c. Mobility moves, defined as moves from neighborhoods impacted by income to neighborhoods not impacted by income;
  - d. Reduction in the family's voucher size that results in the family paying excessive rent.
  - e. Upward change in the family's voucher size that allows the family to lease a larger unit.
  - f. Voluntary moves after the first 12 months of occupancy.
  - g. All other moves.
5. The Authority will conduct a criminal background check of household members over the age of 17 prior to issuing a moving packet. If the family is eligible to move, has not violated their Program Obligations or Lease Agreement, and does not owe the Authority money, the family will be offered a new voucher to search for another unit.
  6. At any time, the Authority may deny permission to move due to the following if:
    - a. The family does not notify the Authority, and the owner before the family moves out of the unit or terminates the lease.
    - b. The family does not allow the Authority and the owner to inspect/repair the unit at reasonable times and after reasonable notice.
    - c. The family is verified to be responsible for an NSPIRE standard failure.
    - d. The family is verified to have committed any serious or repeated violations of the lease.
    - e. The family owes the Authority or another TMHA money for any reason.
    - f. The Authority does not have sufficient funding for continued assistance.
    - g. The family is verified to have violated any Family Obligation.
    - h. For any other HUD-allowed reason.
  7. Families who intentionally cause their assisted unit to fail NSPIRE standards will not be eligible to receive another Housing Voucher to relocate to another unit and will be terminated from the program.
  8. The Authority will not issue a voucher to a family who wishes to move due to an eviction action initiated by the owner. Both the owner and the family are required to notify the Authority whenever an eviction is filed. Housing assistance payments will continue until the court date, unless payments have been abated for owner-caused NSPIRE standard violations. If the court rules that the family was evicted for violating the terms of the lease, including failure to pay rent, the family is ineligible for further assistance and will be terminated from the HCV program. If the court rules for the family, the family is eligible to receive another voucher.

If the family with permission to move does not locate a new dwelling unit to move into, they will be required to submit an Agreement to Continue the Assisted Tenancy, and the assisted tenancy may be extended for any reasonable period of time mutually agreed upon by owner and tenant. In the absence of the Agreement to Continue the Assisted Tenancy, HAP payments and the HAP contract will terminate at the end of the notice issued by the tenant.

#### H. Overlapping HAP Payments

If a participant family moves from an assisted unit with continued assistance, the effective date of the assistance at the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of Housing Assistance payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit, is not considered duplicate housing subsidy.

#### I. Owner Termination of a Participant's Lease: Grounds for Lease Termination

- a. The owner may terminate the lease for serious lease violations at any time.
- b. The owner may terminate the lease for any other reason only after the initial period of the lease.
- c. When an owner terminates a lease for reasons not related to participant lease violations, the family's status will be reviewed and, if the family is in full compliance with family obligations, the family will be issued a new voucher.
- d. The owner must follow state and local laws and must provide the Authority with a copy of the eviction and/or lease termination notice immediately.

#### J. Required Notice for Lease Termination

1. Depending upon the terms of the Lease Agreement, the owner may give the tenant a 30-day (or another period) notice to move.
2. Owners are required to follow eviction procedures consistent with their Lease, Addendum to the Lease and HAP contract and must comply with the requirements of Federal, State, and local law.
3. Owners must give written notice to the Authority of any legal actions and are required to provide the Authority with copies of all court action papers regarding program participants.
4. Provided the owner initiates an eviction action in accordance with the lease, follows all pertinent laws, files all pertinent actions, and supplies the Authority with copies of all pertinent legal documents, the owner is entitled to HAP payment until the family voluntarily moves or is evicted.
5. The owner must use the lease termination and/or eviction proceedings as prescribed in the lease and contract:
  - a. The owner can institute court action, using the grounds for eviction cited in the lease; or
  - b. The owner can issue proper notice not to renew the Lease Agreement.
6. The owner may not terminate tenancy for the Authority's failure to pay the housing assistance payment.

#### K. Change in Ownership or Property Management Company

1. The Authority must receive a written request from the owner in order to make changes regarding who is to receive the Authority's HAP payment.
2. The Authority will process a change of ownership only upon the written request and accompanied by documentation of the title transfer: i.e., recorded deed, legal sale documents, etc.

L. Termination of Assistance to Participants

Grounds and policy covering Termination are covered in Section X of this Administrative Plan.

## **SECTION IX. Special Programs, Features and Options**

A. HUD's Special Programs

TMHA operates a Section 8 Program under special allocations and regulations from HUD. Applicants are admitted to these programs based on the special criteria of each program. TMHA may, with HUD authorization, establish separate waiting lists or open the waiting list for these programs. When the waiting list is open for target admissions only, TMHA shall only accept applications from qualified Applicants.

Applicants are admitted as a special admission when HUD allocates funding that is targeted for specific types of Families. The existing programs are outlined below.

1. Mainstream Housing for Persons with Disabilities

Mainstream tenant-based vouchers are available for Disabled Families. When a voucher under this program becomes available for reissue (e.g., the Family initially selected for the program terminates assistance or is unsuccessful in their search for a unit), TMHA shall offer the voucher to the next Applicant with a Disability on TMHA's Housing Choice Voucher Waiting List that is eligible to receive assistance under this program. The vouchers will be reissued in this manner until the time designated under the announcement through which the allocation was awarded via an Annual Contributions Contract (ACC) expires.

If there is an insufficient pool of Disabled Families on TMHA's Housing Choice Voucher Waiting List, TMHA shall conduct outreach to encourage eligible persons to apply for this special allocation of vouchers. Outreach shall include contacting independent living centers, advocacy organizations for Persons with Disabilities, and social service providers for referrals of persons receiving medical, mental and health services who would benefit from Housing Choice Voucher assistance. Following admittance into the Housing Choice Voucher Program, participants follow all Section 8 rules and regulations.

3. Section 8 Homeownership Program

TMHA operates a Section 8 Homeownership Program for two qualifying participants.

## **SECTION X. Termination of Assistance**

A. Terminations of Families Based on Program Regulations

TMHA may terminate the assistance of Families at the family request or for any violation of program rules and family obligations including but not limited to the following reasons:

1. Families notify TMHA that they wish to voluntarily terminate their assistance.
2. No Housing Assistance Payment has been paid on the family's behalf for 180 days (six months).
3. No family member certifies to either citizenship or eligible immigration status and does not elect to contest his/her eligible status.

4. Any member of the Family refuses to sign and submit the HUD and TMHA required consent form(s) for obtaining information.
5. Any family members do not provide their Social Security information and documentation within the time required and specified by the Authority.
6. Families move out of their dwelling unit without giving proper written notice to TMHA and their Landlord.
7. TMHA determines the Landlord is entitled to payments due to non-payment of rent, damages, or other amounts owed under the Landlord's lease by the Family, and it is verified that the Family has failed to satisfy any such liability.
8. The family has not reimbursed TMHA or another TMHA 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, or if the family breaches an agreement with TMHA to pay amounts owed.
9. A family does not report an increase of income or change of family composition as required by this Administrative Plan.
10. The family fails to comply with the requirement to recertify after two notices.
11. Any member of the Family has engaged in drug related criminal activity, or violent criminal activity as outlined in Section IV B.  

Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any participant, or immediate member of a participant's family who is the victim of the domestic violence, dating violence, or stalking.
12. Any family member is subject to a lifetime registration requirement under a state sex offender registration program.
13. Any member of the Family has ever been convicted of manufacturing methamphetamine on the premises of Federally assisted housing.
14. Any family member engages in illegal use of a controlled substance.
15. Any family member engages in abuse of alcohol in a manner that threatens the health, safety or peaceful enjoyment of the premises by other residents or neighbors.
16. Any household member illegally possesses weapons.
17. Any member of the Family misrepresents, bribes or commits any other corrupt or criminal act in connection with any federal housing program.
18. Any Family member or guest of the Family engages in or threatens abusive or violent behavior toward Authority personnel.
19. All members of the Family are absent from the unit for more than 14 consecutive days without TMHA and landlord approval.
20. A family has their lease terminated by their landlord as a result of serious or repeated lease violations or is evicted for serious or repeated lease violation(s).
21. Any family member who enters into a side payment agreement without TMHA's authorization.
22. Any family member or guest causes damage to the unit as verified by a TMHA inspection.
23. Any family member engages in violent physical behavior or fights.
24. Any member of the Family has violated any Family Obligation under the Section 8 Program as outlined in 24 CFR 982.551, as amended.

25. Any other HUD-allowed reason.

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

**B. Participant Termination Notification**

In any case where the Authority decides to terminate assistance to the family, the Authority will give both the family and the owner a 30-day written termination notice which states:

1. Reasons for the termination;
2. Effective date of the termination;
3. Family's right to request an informal hearing; and
4. Family's responsibility to pay the full rent to the owner if they remain in the assisted unit after the termination effective date.

**C. The Violence Against Women Act**

1. The Violence Against Women and Justice Department Act (VAWA) protects Families who are victims of domestic violence, dating violence or stalking. In accordance with PIH Notice 2006-42, TMHA will not terminate assistance if it is determined that criminal activity on the part of any Family member is directly related to domestic violence, sexual assault, dating violence, or stalking of a member of the Family's household or any guest or other person under the Family's control.

VAWA defines domestic violence, dating violence, sexual assault, stalking and immediate family member as the following:

2. **Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
3. **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:
    - 1) the length of the relationship;
    - 2) the type of relationship; and
    - 3) the frequency of interaction between the persons involved in the relationship.
4. **Stalking:** to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial

emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

5. **Sexual Assault:** means any nonconsensual sexual act proscribed by Federal or State law, including when the victim lacks capacity to consent. **24 CFR § 5.2003**
6. **Immediate Family Member:** a spouse, parent, brother, sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

TMHA will notify landlords and Section 8 participants of the protections provided by VAWA during termination proceedings, Landlord and client briefings, and available information from TMHA staff.

Section 8 participants requesting protection from termination or eviction for incidents of actual or threatened domestic violence, dating violence or stalking must complete, sign and submit HUD Form 50066 within 14 business days of notification of the termination or eviction.

**D. Terminating TMHA HAP payments**

1. The HAP contract will be terminated, and any overpayments of HAP will be recouped on the last day of the month after a tenant has died and no eligible remaining family members are in the unit and/or on the last day of the month after a tenant has vacated the unit, with or without notice to the landlord.
2. TMHA will use public records to verify the date of death.
3. If tenants have abandoned the unit and vacated without written notice to TMHA and/or the landlord, TMHA will use records such as inspection dates, dates of unit being leased or public utility consumption records to verify last month of occupancy.

## **SECTION XI. Informal Hearings**

**A. Situations in which TMHA will offer informal hearings**

An **informal hearing** is offered to a participating Family based on the Authority's decision affecting the Family in the Housing Choice Voucher Program in accordance with the procedures described in the following section on Informal Hearings.

The Authority shall give a participant an opportunity for an informal hearing in disputes involving the following determinations:

1. the amount of the total tenant payment or tenant rent;
2. appropriate utility allowance;
3. family unit size under payment standard;
4. termination of assistance;

**B. Situations in which TMHA will not offer informal hearings**

The Authority is not required to provide an opportunity for an informal hearing to review Authority determinations:

1. that are administrative determinations by the Authority, or to consider general policy issues or class grievances.

2. that a unit does not comply with the Authority's NSPIRE standards, that the owner has failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing in accordance with the NSPIRE standards (NSPIRE standard), (including all services, maintenance, and utilities required under the lease), or that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.
3. when Authority wishes to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner.
4. not to approve a family's request for an extension of the term of the Voucher issued to an applicant or an assisted family that wants to move to another dwelling unit with continued participation in the Authority's Housing Choice Voucher Program.

C. Notice to Participant

1. The Authority shall give the participant prompt written notice of the decision made regarding the above stated issues.
2. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the participant does not agree with the decision, she/he may request an informal hearing on the decision within ten (10) calendar days from the date of the notice.
3. If the request for an Informal Hearing is not submitted timely, the participant will have waived his/her right to request an informal hearing.
4. If an informal hearing request is submitted within the required timeframe, the Authority will timely schedule the informal hearing and send written notice to the client.
5. The written notice shall contain the date, time, and place where the informal hearing will be conducted.
6. The informal hearing shall occur prior to the date of termination of housing assistance payments unless the tenant has already vacated the unit.
7. If the informal hearing cannot be held before the scheduled date of termination of assistance, assistance will be paid until the hearing has been held and a decision rendered.

D. The Hearing Officer

1. The Authority will designate a hearing officer(s) to conduct the informal hearing.
2. The hearing officer shall be a person other than a person who made or approved the decision under review, or a subordinate of such person.

E. Rights of the Participant

1. The participant must appear in person at the hearing and may be represented by an attorney at his/her own expense.
2. The participant shall have the right to review and copy (at his/her expense) any relevant information relied upon by the Authority.
3. The participant shall have the right to present both oral and written evidence.
4. The participant has the right to question any witnesses deposed herein and the right to argue his or her case prior to the hearing officer's decision.
5. The participant shall have the right to arrange for an interpreter to attend the hearing, at the client's expense. If a participant has a hearing impairment, speaks Spanish, TMHA will provide an interpreter at TMHA's expense.

6. The participant shall have the right to have the hearing recorded by audiotape at the client's expense subject to the hearing officer's discretion.
7. The participant shall have the right to seek redress directly through judicial procedures of the court after receipt of the hearing officer's decision.

F. Rights of Tuscarawas Metropolitan Housing Authority

1. The Authority may be represented by an attorney at the informal hearing.
2. The Authority may introduce evidence, both oral and written.
3. The Authority shall have the right to question any witness examined in the informal hearing and to make final submissions.
4. The Authority shall have the right and must be given the opportunity to pre-hearing discovery, at Authority offices, of any family documents directly relevant to the hearing.
5. The Authority must be allowed to copy any such document at the Authority's expense.
6. If the family does not make the document available for examination on request of the Authority, the family may not rely on the document at the hearing.

G. Conduct of the Informal Hearing

1. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.
2. If the participant fails to appear at the hearing without prior request to re-schedule the hearing based on legitimate and allowable grounds or is more than 10 minutes late for the scheduled hearing, the matter will be decided ex-parte, or dismissed forthwith with no right for its restoration.
3. Participants may not re-schedule a hearing more than once.

H. The Decision

1. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing.
2. The decision shall be in writing and based on the evidence, HUD regulations, Authority policies and rules, and any applicable law.
3. The decision shall briefly state the reasons on which the decision is arrived.
4. A copy of the decision shall be furnished promptly to the participant, but in most instances no more than 14 business days from the date of the hearing.

I. Situations in which Informal Hearing Decisions are not binding on the TMHA

The Authority is not bound by a hearing decision on the following matters:

1. A matter for which the Authority is not required to provide an opportunity for an informal hearing or otherwise in excess of the authority of the person conducting the hearing under these hearing procedures.
2. A decision is rendered that is contrary to HUD regulations, requirements or otherwise contrary to Federal, State, or Local law or to the Authority's policies and procedures.

If the Authority determines that it is not bound by a hearing decision, the Authority shall promptly notify the participant of the determination, and the reasons for the determination.

## SECTION X. Determining Income and Rent

### A. Annual Income 24 CFR § 5.609(a)

Annual income includes, with respect to the family:

1. All amounts not specifically excluded in the list of excluded income below, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and
2. When the value of net family assets exceeds \$50,000 (which amount HUD will adjust in accordance with the Consumer Price Index) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD

### B. Excluded Income 24 CFR § 5.609(b)

Annual Income does not include the following:

1. Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index) and no actual income from the net family assets can be determined.
2. The following types of trust distributions:
  - a. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets:
    - 1) Distributions of the principal or corpus of the trust; and
    - 2) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
  - b. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
3. Earned income of children under the age of 18 years.
4. Payments received for the care of foster children or foster adults, or State or tribal kinship or guardianship care payments.
5. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance and worker's compensation.
6. Amounts received by the family that are specifically for or in reimbursement of, the cost of health and medical care expenses for any family member,
7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
8. Income of a live-in aide, foster child or foster adult.
9. Certain financial assistance to students as provided below:

Excluded Student Financial assistance covers assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an

institution of higher education, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit

*With respect to student financial assistance the following is excluded:*

- a. **Any assistance that section 479B of the Higher Education Act of 1965 requires to be excluded from a family's income,**
- b. **Plus, any of the following up to the total amount of Excluded Student Financial assistance as defined above received from:**
  - 1) The Federal government.
  - 2) A State, Tribal or local government.
  - 3) A private foundation registered as a nonprofit under 502(c)(3).
  - 4) A business entity (such as a corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation or nonprofit entity; or
  - 5) An institution of higher education.

Excluded Student financial assistance does not include

- 1) Financial support provided to the student in the form of a fee for services performed (e.g., a. work study or teaching fellowship that is not excluded)
  - 2) Gifts including gifts from family or friends
  - 3) Any amount of scholarship or grant that, either by itself or in combination with assistance excluded in 9.a above, exceeds the **excluded Student Financial Assistance** defined in 9 above.
10. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created authorized, or funded by Federal, State, or local government.
11. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

*12. Additionally, excluded are:*

- a. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- b. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) to allow participation in a specific program.
- c. Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the TMHA or owner, on a part-time basis, that enhances the quality of life in the development.
- d. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident

management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under Paragraph 9 above.

13. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
14. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent.
15. Adoption assistance payments in excess of the amount of the deduction for a dependent.
16. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts. But the periodic payments from these sources are income.
17. Payments related to aid and attendance under 38 USC 1521 to veterans in need of regular aid and attendance.
18. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
19. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.
20. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).
21. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.
22. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; **7 USC 2017 (h)**
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; **42 USC 5044 (g), 5088**

Examples of programs under this Act include but are not limited to:

- the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program.

- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs.
  - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- c. Payments received under the Alaska Native Claims Settlement Act; **43 USC.1626 (a)**
  - d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes; **25 USC. 459e**
  - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; **42 USC 8624 (f)**
  - f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; **P. L. 94-540, 90 State 2503-04**
  - g. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **25 USC 1407-08**, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and **25 USC 117b, 1407**
  - h. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC 3056 (f)**
    - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
  - i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation.
  - j. Payments received under Maine Indian Claims Settlement Act of 1980; **P.L. 96-420,94 Stat. 1785**
  - k. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; **42 USC 9858q**
  - l. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.
  - m. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
  - n. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.
  - o. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.
  - p. Kinship Guardian assistance payments and other guardianship care payments.
  - q. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC.
  - r. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990.

- s. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010.
  - t. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case Elouise Cobell et al v Ken Salazar.
  - u. Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4)).
  - v. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 "Exclusion from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117b(a)); and
  - w. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).
23. Replacement housing "gap" payments that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another. Such payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.
24. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies.

*Nonrecurring income includes:*

Payments from the US. Census Bureau for employment (relating to decennial census or the American community Survey) lasting no longer than 180 days and not culminating in permanent employment.

Direct Federal or State payments intended for economic stimulus or recovery.

Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

Gifts for holidays, birthdays or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).

Non-monetary, in-kind donations, such as food, clothing or toiletries received from a food bank or similar organization.

Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

25. Civil rights settlements or judgments, including settlements of judgments for back pay.
26. Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirements plans for self-employed individuals; **except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.**
27. Income earned on amounts placed in a family's Family Self Sufficiency Account.

28. Gross income a family member receives through self-employment or operation of a business except that the following shall be considered income to a family member:
- a. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in IRS regs, and
  - b. Any withdrawal of cash or assets from the operation of a business or profession will be included in income except to the extent that the withdrawal is reimbursement of case or assets.

**C. Anticipating Annual Income 24 CFR § 5.609(d)**

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for school bus drivers or classroom aides who are only paid for 9 months, or for tenants receiving unemployment compensation.)

**D. Adjusted Income 24 CFR § 5.611**

Adjusted income means annual income as determined above of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

1. \$480 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index, rounded to the next lowest multiple of \$25.
2. \$525 for any elderly family or disabled family, which amount will be adjusted annually in accordance with the Consumer Price Index, rounded to the next lowest multiple of \$25.
3. The sum of the following, to the extent the sum exceeds ten percent of annual income:
  - a. Unreimbursed health and medical care expenses of any elderly family or disabled family; and
  - b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the members who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by adult family members who are able to work because of such attendant care or auxiliary apparatus; and
4. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.
5. Financial hardship exemption for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses. phased-in relief:
  - a. *Eligibility for relief:* To receive hardship relief the family must have received a deduction from annual income because the sum of
    - 1) unreimbursed expenses for health and medical care, plus
    - 2) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work
    - 3) that exceeded 3 percent of annual income

*b. Form of relief:*

- 1) Beginning with the first recertification after 1/1/2024, the family will receive a deduction totaling the sum of
    - a) unreimbursed expenses for health and medical care, plus
    - b) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work
    - c) that exceed 5 percent of annual income.
  - 2) At the second annual recertification (12 months after the recertification in b.1) above), the family will receive a deduction totaling the sum of
    - a) unreimbursed expenses for health and medical care plus
    - b) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work
    - c) that exceed 7.5 percent of annual income.
  - 3) At the third annual recertification (24 months after the recertification in b.1) above) the family must receive a deduction totaling the sum of
    - a) unreimbursed expenses for health and medical care, plus
    - b) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work
    - c) that exceed 10 percent of annual income.
6. Additional relief is available financial relief for an elderly or disabled family or a family that includes a person with disabilities that is experiencing financial hardship.
- a. *Eligibility for relief:* To receive hardship relief under this paragraph, a family must demonstrate that the family's applicable health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased, or the family's financial hardship is a result of a change of circumstances (as defined by the TMHA) that would not otherwise trigger an interim reexamination.
  - b. *Relief under this paragraph is available regardless of whether*
    - i. the family previously received deductions under paragraph 5.b above,
    - ii. is currently receiving relief under paragraph 5.b above, or
    - iii. previously received relief under paragraph 5.b above.
  - c. *Form and duration of relief.*
    - i. The family will receive a deduction for the sum of
      - a) unreimbursed expenses for health and medical care, plus
      - b) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work
      - c) that exceed 5 percent of annual income.
    - ii. The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier. However, PHAs may, at their discretion extend the relief for one or more additional 90-day periods while the family's hardship continues.

This TMHA's policy is to continue this relief until the circumstances that made the family eligible

for the relief are no longer applicable

**E. Computing Rent 24 CFR § 5.628**

**1. Total Tenant Payment (TTP)**

- a. The first step in computing income-based rent is to determine each family's Total Tenant Payment.
- b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
- c. The result of this computation, if a positive number, is the Tenant Rent.
- d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement. The Utility Reimbursement is paid to the tenant by check each month,

**2. Total Tenant Payment is the higher of:**

- 30% of adjusted monthly income; or
- 10% of monthly income; but never less than the
- Minimum Rent of \$50.

**3. Tenant rent**

- a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.
- b. In developments where the landlord pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. **24 CFR § 5.634**

**4. Rent to Landlord**

- a. Rent to landlord is the greater of:
  - The Payment Standard less the landlord's Housing Assistance Payment; or.
  - The Gross Rent less the landlord's Housing Assistance Payment

**5. Minimum Rent**

The Minimum Rent shall be \$50 per month.

**6. Minimum rent hardship exemption**

A hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**

- a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- b. The family would be evicted as result of the imposition of the minimum rent requirements;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;
- d. A death in the family has occurred;

Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income

## SECTION X. Definitions of Terms Used in This Administrative Plan

1. Applicant – an individual or a family that has applied for admission to housing.
2. Area of Operation - Jurisdiction of TMHA as described in state law and TMHA's Articles of Incorporation: The County of Tuscarawas, Ohio
3. Assets - Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets." See the definition of Net Family Assets, for assets used to compute annual income. **24 CFR § 5.603**
4. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. **24 CFR § 8.3**
5. Bifurcate – means to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact. See **24 CFR Part 5, 5.2003 Subpart L: Protection for Victims of Domestic Violence**
6. Care attendant - a person that regularly visits the apartment of a TMHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by TMHA must demonstrate separate residence) and do not live in the HCV apartment. Care attendants have no rights of tenancy.
7. Citizen –Citizen (by birth or naturalization) or national of the United States. **24CFR § 5.504**
8. Co-head of household – One of two persons held responsible and accountable for the family.
9. Covered Families for Welfare Benefits – Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance.
10. Covered Person – For the purposes of lease enforcement, covered person means a tenant, any member of the tenant's household, a guest or another person under the tenant's control. **24 CFR § 5.A**
11. Dating Violence – for purposes of interpreting the Violence Against Women Act, Violence committed by a person:  
  
Who is or has been in a social relationship of a romantic or intimate nature with the victim;  
and  
  
Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.
12. Day laborer – An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future
13. Dependent -A member of the family (which excludes foster children and foster adults), other than the family head or spouse, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. **24 CFR § 5.603**
14. Development – The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site. **24 CFR § 5.603**

15. Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3 percent of Annual Income.
16. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **24 CFR § 5.403**
17. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **24 CFR § 5.603** in this section.)
18. Domestic Violence -for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
19. Drug-Related Criminal Activity –The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. **24 CFR § 5.A**
20. Earned Income – means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, SSI, and governmental subsidies for certain benefits) or any cash or in-kind benefits. **24 CFR § 5.100**
21. Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. **24 CFR § 5.603**
22. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403**
23. Elderly Person - A person who is at least 62 years of age. **42 USC 1437a(b)(3)**
24. Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document. **24 CFR § 50508**
25. Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a TMHA lease.

26. Extremely Low-Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD adjusted for family size.
27. Family – Includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity or marital status: **24 CFR §§ 5.403**

- A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person.
- An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age, and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 USC 674(5)(H)), and is homeless or is at risk of becoming homeless at age 18 or older; or
- A group of persons residing together, and such group includes but is not limited to:
  - A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family).
  - An elderly family
  - A near elderly family
  - A disabled family
  - A displaced family and
  - The remaining member of a tenant family.

Live-in Aides (Definition #37) may also be considered part of the applicant's/participant's household. However, live-in aides are not family members (even if related) and have no rights as "remaining family members".

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as "remaining family members".

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

28. Foster Adult – A member of the household (but not the family) who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgement decree, or other order of any court of competent jurisdiction.
29. Foster Child - a member of the household (but not the family) who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree or other order of any court of competent jurisdiction.
30. 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. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. **24 CFR 5.603**
31. Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the

household who has express or implied authority to so consent on behalf of the resident. **24CFR § 5.A**

32. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.
33. Health and medical care expenses – Any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed
34. A Home you Could Live In - a home you have the right to sell, that is not owned jointly with a person who is not a member of the applicant/tenant/voucher holder family, that is not unsuitable for the disabilities of any family member, that is not in such substandard condition that it is uninhabitable, or that is not located in a place that is too distant to make commuting to work infeasible.
35. Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.
36. Imputed Welfare Income – The amount of Annual Income by which a resident's welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. **24 CFR § 5.615(b)**
37. Independent contractor – An individual who qualifies as an independent contractor instead of an employee in accordance with the IRS Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work, and not what will be done and how it will be done
38. Individual with Disabilities - Section 504 definition **24 CFR § 8.3**

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of "Person with Disabilities" as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability".

Individual with disabilities means any person who has:

A physical or mental impairment that:

- a. substantially limits one or more major life activities;
- b. has a record of such an impairment; or
- c. is regarded as having such an impairment.

For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

Definitional elements:

\_\_\_ "physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems:

Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

"Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if TMHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of TMHA's housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to the HCV program, person must meet the program definition of person with disabilities found in this section.

39. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records.
40. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by TMHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the apartment except to provide the necessary supportive services **24 CFR 5.403**

A family member, can qualify as a live-in aide, although a family member who already lives with the family cannot qualify as a live-in aide since they are already living in the unit.

Before admitted a live-in aide to an HCV family, TMHA shall verify through a qualified medical practitioner:

- a. That the person requesting the live-in aide meets the definition in the Section of “individual with a disability; and
  - b. The live-in aide is needed because of the family member’s disability; and
  - c. That the live-in aide selected (whether a family member or not) is capable of providing the services the family member with their disability needs.
  - d. At no time will TMHA request information related to the nature, extent, diagnosis or treatment of an HCV participant.
41. Lower-Income Household -A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. **USC 1437a(b)**
  42. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 10% of Annual Income. **24 CFR § 5.603**
  43. Minor A member of the family, other than the head or spouse, who is under 18 years of age
  44. Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. **24 CFR § 5.504**
  45. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. **24 CFR § 8.3**
  46. 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 or birth in a foreign country to parents who are US citizens. **24 CFR § 5.504**
  47. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **24 CFR § 5.403**
  48. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability **42 USC 1437a(b)(3)**
  49. Net Family Assets – The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds and other forms of capital investment. **24 CFR § 5.603**

In determining net family assets PHAs or owners must include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit an owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

**Excluded from the calculation of net family assets are:**

- The value of necessary items of personal property
  - The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which will be adjusted by HUD in accordance with the Consumer Price Index)
  - The value any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements, employer retirement plans, pensions, and retirement plans for self-employed individuals.
  - The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located.
  - Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability.
  - The value of any Coverdell education savings account under section 530 of the IRS code, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account under Section 629A of such Code, and the value of any “baby bond account created, authorized or funded by Federal, State or local government.
  - Interests in Indian trust land
  - Equity in a manufactured home where the family receives assistance under the Housing Choice Voucher program.
  - Family Self Sufficiency accounts.
  - Federal tax refunds or refundable tax credits for a period of 12 months after the receipt by the family.
  - An irrevocable trust
50. Other Person Under the Voucher Client’s Control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not “under the resident’s control”. **24CFR § 5.A**
51. Person with disabilities<sup>7</sup> **42 USC 1437a(b)(3)** means a person<sup>8</sup> who —
- a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423**; or,
  - b. Has a physical or mental impairment that:
    - Is expected to be of long continued and indefinite duration;
    - Substantially impedes his/her ability to live independently; and,
    - Is of such nature that such disability could be improved by more suitable housing conditions; or,

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<sup>7</sup> NOTE: this is the program definition. The 504 definition does not supersede this definition for eligibility or admission. **24 CFR 8.4 (c) (2)**

<sup>8</sup> A person with disabilities may be a child

- c. Has a developmental disability as defined in **Section 102 (5)(b)** of the Developmental Disabilities Assistance and Bill of Rights Act **42 USC 6001 (5)**.

This is the definition that is used for eligibility and granting deductions for rent.

- 52. Real Property - as used in this part has the same meaning as that provided under the law of the State in which the property is located. **24 CFR § 5.100**
- 53. Refusal of Housing – An applicant’s choice not to accept a TMHA offer of a voucher or project-based voucher without good cause.
- 54. Rejection for Housing – TMHA’s determination not to accept an applicant either because of ineligibility or failing applicant screening.
- 55. Remaining Family Member - A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.
- 56. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the TMHA can demonstrate would result in a fundamental alteration in its nature.
  - a. Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient’s selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the TMHA.
  - b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the TMHA as a part of the assisted program. The person may not be ‘qualified’ for a project lacking such services. **24 CFR § 8.3**
- 57. Seasonal Worker – an individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.
- 58. Service Provider - a person or organization qualified and experienced in the provision of supportive services that’s in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
- 59. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
- 60. Spouse -Spouse means the husband or wife of the head of the household.
- 61. Stalking –for purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

62. Tenant Rent - The amount payable monthly by the Family as rent to TMHA. If all utilities (except telephone) and other essential housing services are supplied by the landlord, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the landlord the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance **24 CFR § 5.6**.
63. Total Tenant Payment (TTP) -The TTP is calculated using the following formula:  
The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Voucher Client pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. **24 CFR §5.6** See definition for Tenant Rent
64. Unearned income – means any annual income, as calculated under § 5.609 that is not earned income.
65. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, **24 CFR § 8.32 (a)**.
66. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility **24 CFR § 965.473**
67. Utility Reimbursement - Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.
68. Very Low-Income Family – A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.
69. Welfare Assistance – Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.
70. Work Activities – As used in the HUD definitions at **24 CFR § 5.603** the term work activities means:
- a. Unsubsidized employment;
  - b. Subsidized private sector employment;
  - c. Subsidized public sector employment;
  - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - e. On-the-job training;
  - f. Job search and job readiness programs;
  - g. Community service programs;
  - h. Vocational educational training (< 12 months)
  - i. Job skills training directly related to employment;
  - j. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
  - k. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence;

