

**City of Covington CDA
Housing Development Department
Section 8 Program**

Administrative Plan

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Section 8
Housing Development Department
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SECTION 1: HOUSING CHOICE VOUCHER PROGRAM

1. STATEMENT OF POLICIES AND OBJECTIVES

1.1 INTRODUCTION

The purpose of this plan is to establish guidelines for City of Covington's Housing Development Department Section 8 Program (also known as Covington Community Development Agency "CCDA") staff to follow in administering the Section 8 Rental Assistance Programs. The basic guidelines for this plan are governed by requirements of the U.S. Department of Housing and Urban Development (HUD) 24 CFR (Code of Federal Regulations) with latitude for local policies and procedures. The policies and procedures within this administrative plan are binding upon applicants, participating families, property owners and this agency. Notwithstanding the above, changes in federal regulations/laws shall supersede provisions in conflict with this policy.

1.2 MISSION STATEMENT

Since 1975, the mission of CCDA has been to provide safe, decent, and affordable housing opportunities to improve the lives of citizens who are in need. In our activities, we seek to be responsible stewards of public funds and to treat the public with which we deal with respect.

1.3 FAIR HOUSING POLICY

The Fair Housing Policy of CCDA is to comply fully with all Federal, State, and Local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

Specifically, CCDA shall not on the basis of race, color, religion, sex, handicap, familial status, and national origin, deny any family or individual the opportunity to apply for or receive assistance under HUD's Section 8 Programs, within the requirements and regulations of HUD and other regulatory authorities. To further its commitment to full compliance with applicable Civil Rights laws, CCDA will provide access to information to Section 8 participants regarding "discrimination". This subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/participant's file.

For families and/or individuals who report apparent discrimination in obtaining assisted housing, CCDA shall assist them by providing the family/individual with a HUD Housing Discrimination Complaint Form, HUD - 903. The individual can complete this form and report apparent discrimination to the Louisville HUD Office of Fair Housing and Equal Opportunity.

1.4 EQUAL OPPORTUNITY HOUSING PLAN

CCDA is a participant in the tenant-based program and is required to comply with equal opportunity requirements imposed by contract or federal law (Ref: 24 CFR 982.54). This includes applicable requirements under:

- The Fair Housing Act, 42 U. S. C. 3610-3619 (implementing regulations at 24 CFR parts 100, et seq.);
- Title VI of the Civil Rights Act of 1964, 42 U. S. C. 2000d (implementing regulations at 24 CFR part1);
- The Age Discrimination Act of 1975, 42 U. S. C. 6101-6107 (implementing regulations at 24 CFR, part 146);
- Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR1253 (1980), as amended, Executive Order 12892, 59FR 2939 (1994) (implementing regulations at 24 CFR, part 107);
- Section 504 of the Rehabilitation Act of 1973, 29 U. S. C. 794 (implementing regulations at 24 CFR, part 8; and
- Title II of the Americans with Disabilities Act, 42 U. S. C.12101, et seq.

1.5 REASONABLE ACCOMMODATION POLICY [24 CFR 700.245 (c) (3)]

It is the policy of CCDA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

A participant with a disability must first ask in writing for a specific change to a policy or practice as an accommodation of their disability before CCDA will treat a person differently than anyone else.

CCDA's policies and practices are designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with CCDA, when CCDA initiates contact with a family including when a family applies, and when CCDA schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

A record of such impairment; or

Being regarded as having such an impairment

Note: This is not the same as the HUD definition used for purposes of determining allowances.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403(a), individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, CCDA will require that a professional third party competent to make an assessment, provide written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If it is determined that the requested accommodation creates an undue administrative or financial burden, CCDA will either deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of CCDA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on CCDA.

CCDA will provide a written decision to the person requesting the accommodation within 10 business days. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to have the decision reviewed.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the written permission of the person with the disability.

All CCDA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

1.6 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

CCDA will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following language(s) will be covered:

Spanish

1.7 RIGHT TO PRIVACY
[24 CFR 982.551]

Families will be required to sign the Federal Privacy Act Statement which states under what conditions HUD may release information concerning Section 8 participants. Requests for information by other parties must be accompanied by a signed release request in order for CCDA to release information about a family, unless disclosure of the information is authorized under federal or state laws or regulations.

1.8 FAMILY OUTREACH
[24 CFR 982.153 (b)(1)]

CCDA will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot or do not read newspapers, CCDA will distribute fact sheets to the broadcasting media. In addition, informational sessions will be held for service providers in the community to advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

1.9 OWNER OUTREACH
[24 CFR 982.54 (d)(5), 982.153 (b)(1)]

CCDA will hold quarterly meetings for property owners who participate in or who are seeking information about the Section 8 Program. These meetings are intended to:

Explain how the program works;

Explain how the program benefits owners;

Explain owners' responsibilities under the program; and

Provide an opportunity for owners to ask questions, obtain written materials, and meet CCDA staff.

CCDA will encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

1.10 REQUIRED POSTINGS

CCDA will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- Statement of Policies and Procedures Governing the Section 8 Administrative Plan
- Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
- Income Limits for Admission
- Utility Allowances
- Informal Review and Hearing Procedure
- Fair Housing Poster
- "Equal Opportunity in Employment" Poster

2. RESPONSIBILITIES AND OBLIGATIONS

2.1 PRIMARY RESPONSIBILITIES OF THE CITY OF COVINGTON SECTION 8 PROGRAM

CCDA will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the CCDA Section 8 Administrative Plan.

In administering the program, CCDA must:

Publish and disseminate information about the availability and nature of housing assistance under the program;

Explain the program to owners and families;

Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

Affirmatively further fair housing goals and comply with equal opportunity requirements;

Make efforts to help people with disabilities find satisfactory housing;

Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;

Determine who can live in the assisted unit at admission and during the family's participation in the program;

Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;

Review the family's request for tenancy approval and the owner/landlord lease, including the HUD prescribed tenancy addendum;

Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;

Determine the amount of the housing assistance payment for a family;

Determine the maximum rent to the owner and whether the rent is reasonable;

Make timely housing assistance payments to an owner in accordance with the HAP contract;

Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;

Establish and adjust the utility allowance as needed;

Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by CCDA if the owner defaults (e.g., HQS violation);

Determine whether to terminate assistance to a participant family for violation of family obligations;

Conduct informal reviews of decisions concerning applicants' denial of participation in the program as requested;
Conduct informal hearings of decisions concerning participants' termination of assistance as requested;

Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

Administer the Family Self-Sufficiency and Home Ownership programs

2.2 OWNER RESPONSIBILITIES [24 CFR 982.452]

The property owner is responsible for performing all of the owner's obligations under the Housing Assistance Payments (HAP) contract and the lease.

The property owner is responsible for:

Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.

Complying with equal opportunity requirements.

Preparing and furnishing to CCDA information required under the HAP contract, including when a family vacates the unit.

Collecting from the family:

Any security deposit required under the lease

The tenant contribution (the part of rent to owner not covered by the housing assistance payment)

Any charges for unit damage by the family

Enforcing tenant obligations under the lease.

Paying for utilities and services (unless paid by the family under the terms of the lease agreement).

Modifications to a dwelling unit occupied or to be occupied by a person with disabilities (see 24 CFR 100.203).

To request an annual rent increase, the owner is responsible to notify CCDA in writing sixty (60) days prior to the contract anniversary date.

2.3 FAMILY OBLIGATIONS [24 CFR 982.551]

Supplying required information. "Information" includes any requested certification, release or other documentation.

The family must supply any information that CCDA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

The family must supply any information requested by CCDA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

All information supplied by the family must be true and complete.

HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

Allowing CCDA to inspect the unit

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

Violation of Lease

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

Family Notice to Move or Lease Termination

The family must notify CCDA and the owner in writing before the family moves out of the unit or terminates the lease. The family must give at least a 30-day notice or have a mutual termination form signed by the landlord prior to vacating the unit.

Owner Eviction Notice

The family must promptly give CCDA a copy of any owner eviction notice it receives.

Use and Occupancy of the Unit

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

CCDA must approve the composition of the assisted family residing in the unit. The family must promptly inform CCDA in writing within 10 business days of all changes in household composition, including the birth, adoption or court-awarded custody of a child. The family must request approval from CCDA and the property owner to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family listed on the lease) may reside in the unit.

The family may have guests/visitors not to exceed 10 days.

The family must notify CCDA in writing within 10 business days if a family member no longer resides in the unit.

If the CCDA has given approval, a foster child/foster adult or a live-in aide may reside in the unit. CCDA has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when CCDA consent may be given or denied.

Members of the household may engage in legal profit making activities in the unit (such as in-home daycare, hair salons, etc.) but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses. This income must be reported to the Section 8 office.

The family must not sublease or let the unit or its individual rooms. The family must not assign the lease or transfer the unit.

Absence from the Unit

The family must supply any information or certification requested by CCDA to verify that the family is living in the unit, or relating to family absence from the unit, including any CCDA requested information or certification on the purposes of family absences. The family must cooperate with CCDA for this purpose. The family must promptly notify CCDA in writing of its intended absence prior to leaving the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from CCDA for absences exceeding 30 days. CCDA will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family who does not inform CCDA prior to its absence or who is absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

Prolonged hospitalization

Absences beyond the control of the family (i.e., death in the family, other family member illness)

Other absences that are deemed necessary by CCDA

Interest in the Unit

The family may not own or have any interest in the unit. The family may not enter into a rent to own/lease option to buy unless they are an eligible participant of the Section 8 Home Ownership Program (See Home Ownership Addendum of this Administrative Plan).

Fraud and Other Program Violations

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

Crime by Family Members

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

Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicate (as determined by HUD or in accordance with HUD requirements) Federal, State or Local housing assistance program.

3. ELIGIBILITY FOR ADMISSION

3.1 *INTRODUCTION*

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. To be eligible for participation, an applicant must meet all of these criteria, as well as all additional criteria established by CCDA.

The applicant's initial eligibility for placement on the waiting list will be made in accordance with the eligibility requirements. Reasons for denial of admission to the Section 8 program are addressed in Chapter 17 of this Administrative Plan.

3.2 *ELIGIBILITY REQUIREMENTS*

CCDA accepts applications only from families whose head of household is at least 18 years of age.

Family Status [24 CFR 982.201]

The applicant must qualify as a family. A family may include any of the following:

A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.

- a. Children temporarily absent from the home due to placement in foster care for less than six months are considered family members.
- b. Children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
- c. Unborn children are not considered a family member for purposes of determining bedroom size (unless the mother is a

single person household), nor will be considered family members for determining income limit.

- d. Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of that household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

An **elderly family**, which is:

- a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
- b. Two or more persons who are at least 62 years of age living together; or
- c. One or more persons who are at least 62 years of age living with one or more live-in aides

A **near-elderly family**, which is:

- a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
- b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
- c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

A **disabled family**, which is:

- a. A family whose head, spouse, or sole member is a person with disabilities;
- b. Two or more persons with disabilities living together; or
- c. One or more persons with disabilities living with one or more live-in aides.

A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

A remaining member of a tenant family.

A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family

Income Eligibility

[24 CFR 982.201 (b), 982.353]

To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program, be a family that is:

An extremely low-income or a very low-income family;

A very low-income family;

A low-income family continuously assisted under the 1937 Housing Act;

A low-income family that meets additional eligibility criteria specified by CCDA.

Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.

The applicable income limit for issuance of a Voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the Voucher to rent a unit in an area where the family is income eligible at admission to the program.

Families who are moving into CCDA's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.

Families who are moving into CCDA's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for CCDA's program.

Income limit restrictions do not apply to families transferring units within CCDA's program. However, based on their income, if they would not receive any Housing Assistance at the new unit, they are no longer eligible for the program.

Citizenship/Eligible Immigrant Status

[24 CFR Part 5, Subpart E]

To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

Verification of Status Before Admission

The CCDA **will not** provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

Family eligibility for assistance

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Chapter 11 for calculating rents under the non-citizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

Social Security Number Documentation

[24 CFR 5.216, 5.218]

To be eligible, all family members 6 years of age and older must provide a Social Security Number.

Signing Consent Forms

[24 CFR 982.551]

In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

The consent form must contain, at a minimum, the following:

A provision authorizing HUD and CCDA to obtain from State Wage Information Collection Agencies (SWICAs) any

information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

A provision authorizing HUD and CCDA to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

A provision authorizing HUD and CCDA to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

Suitability for Tenancy

In addition to the HUD eligibility criteria, CCDA will apply the following criteria as grounds for denial of admission to the Section 8 program:

CCDA determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. Assistance will be denied to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last five years.

If the individual has lived outside the local area, CCDA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). CCDA will deny any family who has committed any drug-related activity or violent criminal activity within 3 years prior to final eligibility determination.

CCDA will check with the State sex offender registration program and will ban any person who is a registered sex offender FOR AS LONG AS THEY ARE ON THE REGISTRY. If they are a 10-year offender, they are ineligible for that time period. The individual is banned for life if they are registered as a lifetime sex offender ("Megan's Law").

The family must not have violated any family obligation during a previous participation in the Section 8 program (Please see Chapter 23).

CCDA will make an exception if the family member who violated the family obligation is not a current member of the household on the application. This ineligible family member could be added at a later date, once their “ineligibility timeframe” has passed (Please see Chapter 23).

The family must not owe rent or other amounts to CCDA or another agency in connection with prior participation in any Federal, State or Local assistance program. The family must pay any outstanding debt owed within 30 days of CCDA notice to repay.

If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, CCDA will deny assistance and may refer the family file/record to the proper authorities for appropriate disposition.

3.3 *TENANT SCREENING* [24 CFR 982.307]

CCDA will not screen applicant/participant behavior or suitability for tenancy. CCDA will not be liable or responsible to the owner or other persons for the family’s behavior. The owner is responsible for screening and selection of the family to occupy the unit.

Upon the written request of a prospective owner, CCDA will provide any factual information or third party written information they have relevant to a voucher holder’s history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

3.4 *CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT*

Changes that occur during the period between issuance of a voucher and effective date of the lease may affect the family’s eligibility or share of the rental payment.

3.5 *INELIGIBLE FAMILIES*

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizen status. See Chapter 19 of this Administrative Plan for additional information about informal reviews and hearings.

3.6 PROHIBITED ADMISSION CRITERIA
[982.202(B)]

Admission to the program may not be based on where the family lives before admission to the program.

Admission to the program may not be based on:

Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock;

Discrimination because a family includes children; or

Whether a family decides to participate in a family self-sufficiency program.

4. ADMINISTERING THE WAITING LIST AND THE APPLICATION PROCESS

4.1 OPENING AND CLOSING THE WAITING LIST
[24 CFR 982.206, 982.54(D)(1)]

Opening the Waiting List

When the waiting list opens, CCDA will advertise through public notice in the following: newspapers, minority publications and media entities.

The notice will contain:

The dates, times and locations where families may apply,
The program for which applications will be taken,
Limitations, if any, on who may apply,
Office hours.

The notices will be made in an accessible format if requested. Potential applicants will be provided with information that includes the City address and telephone number, how to submit an application and information on eligibility requirements.

Upon written request from a person with a disability, additional time will be given as an accommodation for submission of an application up to 30 days after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

Closing the Waiting List

CCDA may stop applications if there are enough applicants to fill anticipated openings for the next 12 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

CCDA will announce the closing of the waiting list by public notice in the following: newspapers, minority publications and media entities. At least 14 days written notice will be given prior to closing the list.

4.2 INITIAL APPLICATION PROCEDURES

[24 CFR 982.204 (b)]

CCDA will utilize a pre-application form. The purpose of the pre-application is to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

Ineligible families will not be placed on the waiting list.

Persons with disabilities who require a reasonable accommodation in completing an application may call CCDA to make special arrangements to complete their application. To provide specific accommodation for persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant.

In order for a pre-application to be accepted, it will also be necessary for the applicant to furnish: a picture I.D. for all adults who will be residing in the household, and birth certificates and Social Security cards for all household members. The completed pre-application packet will be dated and time stamped upon its return to CCDA.

Pre-applications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

4.3 CHANGES IN APPLICANT STATUS WHILE ON THE WAITING LIST

[24 CFR 982.204]

Applicants are required to inform CCDA in writing of changes in mailing address.

An applicant may at any time report changes in writing to CCDA regarding their applicant status including changes in family composition, income, or preference factors.

Applicants are also required to respond to requests from CCDA to update information on their application and to determine their interest in assistance.

CCDA will update an application based on the new information provided and will update their place on the waiting list if the new information results in a change in position.

4.4 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:

The application will be a permanent file.

All applications will be maintained in order of preference and then in order of date and time of application on the computer. Hard copy files will be filed alphabetically.

Any contact between CCDA and the applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

Please see Chapter 5 for waiting list Selection Preferences.

4.5 PURGING THE WAITING LIST [24 CFR 982.204]

CCDA will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables CCDA to update the information regarding address, family composition, income and preferences.

Any mailings to the applicant which require a response will state that failure to respond within 10 business days will result in the application being removed from the waiting list.

An extension of 10 business days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement.

4.6 REMOVAL OF APPLICANTS FROM THE WAITING LIST
[24 CFR 982.204]

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

The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;

The applicant requests in writing that the name be removed; or

The applicant does not meet either the eligibility or screening criteria for the program.

4.7 DENIAL OF ADMISSION
[24 CFR 982.552, 982.553]

CCDA will deny assistance to applicants who:

Do not meet any one or more of the eligibility criteria;

Do not supply information or documentation required by the application process;

Fail to respond to a written request for information or a request to declare their continued interest in the program;

Fail to complete any aspect of the application, eligibility or lease process;

Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the

health, safety, or well being of other tenants or staff, or cause damage to the property;

Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs;

Have committed fraud, bribery, or any other corruption in connection with any housing assistance program or welfare program, including the intentional misrepresentation of information related to their housing application or benefits derived from improper assistance (5 years);

Have a family member who was evicted from federally assisted housing within the last three (3) years (3 years);

Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802 (5 years);

Have a current outstanding warrant for their arrest;

Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents (3 years).

This requirement may be waived if:

The person demonstrates to CCDA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

The person has successfully completed a supervised drug or alcohol rehabilitation program;

The person has otherwise been rehabilitated successfully; or

The person is participating in a supervised drug or alcohol rehabilitation program.

Have engaged in or threatened abusive or violent behavior towards any CCDA staff member (1 year);

Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years (3 years);

Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);

Have a family member registered under a State sex offender registration program (Denied for length of registration); or

Are a welfare-to-work participant (WTW) who fails to fulfill its obligation under the welfare to work voucher program.

All applicants who are determined to be ineligible for the Section 8 program shall be automatically eligible for an informal review. Please see Chapter 19 for informal review procedures.

5. ESTABLISHING PREFERENCES AND SELECTING FAMILIES FROM THE WAITING LIST

5.1 ORGANIZATION OF THE WAITING LIST [24 CFR 982.204]

CCDA uses a single waiting list for admission to its Section 8 tenant-based assistance program.

Except for Special Admissions, applicants will be selected from the waiting list in accordance with policies, preferences and income targeting requirements defined in this Administrative Plan.

The CCDA will maintain information that permits proper selection from the waiting list.

The waiting list contains the following information for each applicant listed:

Applicant Name

Family Unit Size (number of bedrooms family qualifies for under CCDA subsidy standards)

Date and time of application

Qualification for any local preference

Racial or ethnic designation of the head of household

5.2 WAITING LIST PREFERENCES
[24 CFR 982.207]

CCDA employs the following Local Preferences:

Involuntary Displacement - Subsidized (4 points) Applicants who have been involuntarily displaced due to no fault of their own and were receiving assistance from public housing or housing choice voucher program.

Involuntary Displacement - not Subsidized (3 points) Applicants who have been involuntarily displaced due to no fault of their own and were not receiving assistance from public housing or housing choice voucher program.

Families may qualify for the Involuntarily Displaced preference for no longer than six months. Written documentation is required to be eligible for this preference.

Families are considered to be involuntarily displaced if they are required to vacate housing as a result of:

A disaster (fire, flood, earthquake, etc.) that has caused the unit to be uninhabitable.

Federal, state or local government action related to code enforcement, public improvement or development.

Residency Preference (2 points) A residency preference will be given to applicants who live, work, or attend school in Kenton County, Kentucky.

Disabled, Elderly, or Family Preference (1 point)

All other applications will be placed on the waiting list by date and time of the application. The maximum number of points an applicant could receive is three. Applicants may be asked to verify their circumstances in order to receive a preference.

5.3 VERIFICATION OF WAITING LIST PREFERENCES
[24 CFR 5.410-5.430]

Residency Preference

A residency preference has been established for families who live, go to school, work or have been hired to work in Kenton County, Kentucky.

In order to verify that an applicant is a resident, CCDA will require a minimum of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

For families who go to school in Kenton County, a statement from the educational institution or a copy of the most recent school schedule will be required.

For families who work or have been hired to work in Kenton County, a statement from the employer will be required.

5.4 ORDER OF SELECTION
[24 CFR 5.410]

The application with the highest total weighted preferences will be number one on the waiting list.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year are families who are extremely low-income, (unless a different target is agreed to by HUD) CCDA retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, CCDA will monitor incomes of newly admitted families and the income of the families on the waiting list.

5.5 SPECIAL ADMISSIONS
[24 CFR 982.203]

If HUD awards a CCDA program funding that is targeted for specifically named families, CCDA will admit these families under a Special Admission procedure.

Special admission families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. Separate records of these admissions will be maintained.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

A family displaced because of demolition or disposition of a public or Indian housing project;

A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;

For housing covered by the Low Income Housing Preservation and Resident

Home-ownership Act of 1990;

A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; or

A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

CCDA has signed a Memorandum of Understanding with the local Veterans' Administration and has established a Veteran's Assisted Supportive Housing (VASH) Program. No more than five vouchers will be utilized for this purpose. These participants must reside in Kenton County for the first year of their participation.

5.6 TREATMENT OF SINGLE APPLICANTS

Applicants who are elderly, disabled, or displaced families of no more than two-person families will be given a selection priority over all "Other Single" applicants regardless of preference status. "Other Single" denotes a one-person household in which the individual member is not elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with any other preferences to which they are entitled, but they can not be selected for assistance before any one or two person elderly, disabled or displaced family regardless of local preferences.

5.7 FINAL VERIFICATION OF PREFERENCES

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, CCDA will obtain necessary verifications of preference at the interview and by third party verification. CCDA reserves the right to place an applicant back on the waiting list if their circumstances can not be verified. For example, an applicant who claimed a residency preference but is no longer a Kenton County resident at the time of selection from the waiting list will be placed back on the list in the correct ranking order.

5.8 PREFERENCE DENIAL

If CCDA denies a preference, the applicant will be notified in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review. If the preference denial is upheld as a result of the review or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, *they will be removed from the Waiting List.*

If an applicant or Section 8 participant is found to have made willful misrepresentations at any time which resulted in the applicant or Section 8 participant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the Section 8 participant will be terminated because of the act of fraud and/or willful misrepresentation by the applicant/Section 8 participant. If such misrepresentation resulted in the Section 8 participant receiving more subsidy than was appropriate, the Section 8 participant shall be required to reimburse CCDA the amount of overpayment and their assistance may be terminated. In justifiable instances, CCDA may take such other actions as it deems appropriate, including referring the Section 8 participant to the proper authorities for possible criminal prosecution.

6. ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

6.1 *DETERMINING VOUCHER SIZE* [24 CFR 982.402]

CCDA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. CCDA's subsidy standards for determining Voucher size shall be applied in a manner consistent with Fair Housing guidelines. All standards in this section relate to the bedroom size on the Voucher, not the family's actual living arrangements.

Changes for Applicants

The Voucher size is determined prior to the briefing by comparing the family composition to CCDA standards. If an applicant requires a change in the Voucher bedroom size, the guidelines listed below will apply.

Changes for Participants

The members of the family residing in the unit must be approved by CCDA. The family must inform CCDA of all changes in household composition in writing within 10 business days. The family must obtain approval of any additional household member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody of a minor child. If a change in household composition results in a change in Voucher bedroom size, the guidelines listed below will apply.

These guidelines will be used by CCDA to determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	3
2	2	5
3	3	7
4	4	9

These subsidy standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. The bedroom size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

In determining bedroom size, CCDA will include the presence of children to be born to a single pregnant woman, and children who are in the process of being adopted. For subsidy standards, an adult is a person 18 years or older.

Generally, CCDA assigns one bedroom to two people within the following guidelines:

Adults and children will not be required to share a bedroom.

Live-in aides will get a separate bedroom as long as they are in an “arms length” relationship (example: no additional bedroom would be awarded if the live in aide is a boyfriend or girlfriend). No additional bedrooms are provided for the attendant’s family.

Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military or away at school for a majority of the year.

6.2 EXCEPTIONS TO SUBSIDY STANDARDS [24 CFR 982.402]

CCDA may grant exceptions to normal subsidy standards. The exceptions must be justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

CCDA may grant an exception upon written request as an accommodation for persons with disabilities.

Request for Exceptions to Subsidy Standards

The family may request a larger Voucher than indicated by CCDA's subsidy standards. Such request must be made in writing within 10 days of the determination of bedroom size. The request must explain the need or justification for a larger bedroom size. Written documentation verifying the need or justification will be required as well.

Requests based on health related reasons must be verified in writing by a medical professional.

CCDA will not issue a larger Voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

6.3 UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the Voucher. There are three criteria to consider:

Subsidy Limitation: If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the actual Voucher size will determine the maximum subsidy.

Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.

Housing Quality Standards: The subsidy standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table above.

6.4 CHANGES IN HOUSEHOLD COMPOSITION/ABSENCE FROM THE UNIT

It is the responsibility of the head of household to report changes in family composition in writing within 10 business days. CCDA will evaluate absences from the unit using these policies:

Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, CCDA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a

nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than **180 consecutive days**, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with CCDA's "Absence of Entire Family" policy.

Absence Due to Full-time Student Status

Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

Absence Due to Incarceration

If the sole member is incarcerated for more than **60** consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for more than **90 days**.

The CCDA may terminate a family's assistance if the reason for incarceration is for drug-related or violent criminal activity.

Absence of Children due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, CCDA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than **180 days** from the date of removal of the child/children, the Voucher size will be reduced. However, if a family voluntarily decides to move during this time, the absent children will not be considered in the determination of Voucher bedroom size. If all children are removed from the home permanently, the Voucher size will be reduced in accordance with CCDA's subsidy standards.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not vacated the unit. In cases where the family has vacated the unit, CCDA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

The family must supply any information or certification requested by CCDA to verify that the family is living in the unit, or relating to family absence from the

unit, including any CCDA requested information or certification on the purposes of family absences. The family must cooperate with CCDA for this purpose. Prior to leaving the unit, the family must promptly notify CCDA in writing of the absence.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to **30 days**. The family must request written permission from CCDA for absences exceeding 30 days. CCDA will make a determination within 5 business days of the request. *An authorized absence may not exceed 180 days.*

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by CCDA

Any family who does not inform CCDA prior to its absence or who is absent for more than 30 days without authorization will be terminated from the program.

Families are required both to notify CCDA in writing before they move out of a unit and to give CCDA information about any family absence from the unit. Families must notify CCDA at least 30 days before leaving the unit if they are going to be absent from the unit for more than 30 consecutive days.

A person with a disability may request an extension of time as a reasonable accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

HUD regulations require that a household's assistance be terminated if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

In order to determine if family members are absent from the unit, CCDA may:

- **Write letters to the family at the unit**
- **Telephone the family at the unit**
- **Interview neighbors**

- **Verify if utilities are in service**
- **Check with the post office**
- **Verify student status and school enrollment of minor children**

Caretaker for Children

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, CCDA will treat that adult as a visitor for the first **180 days**.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, CCDA will review the status at **30-day** intervals.

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

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

When CCDA approves a person to reside in the unit as caretaker for the child/children, the income should be counted pending a final disposition. CCDA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than **90 days**, the person will be considered permanently absent.

Reported changes in household composition, which result in an increase or decrease of the family's Voucher size, will be effective at the next interim re-examination. An over-housed family will be given 60 days to relocate to the appropriately sized unit or be responsible for a larger portion of the rent due to a decrease in rental assistance.

6.5 UNDER-HOUSED AND OVER-HOUSED FAMILIES

If a unit does not meet HQS space standards due to an increase in family size, or

a change in family composition (unit too small), CCDA will terminate the HAP contract at the next anniversary date, issue a new Voucher and assist the family in locating a suitable unit.

6.6 *LIVE-IN AID POLICY*

Defined as

Live-in aide: A personal care “Attendant”, “Aide”, “Attendant Services” or “Supportive Helper”. These helpers assist people with disabilities to accomplish activities of daily living, which the individual is not able to perform because of his/her disability. From the perspective of a person with a disability, “the attendant is like their arms, legs, or memory.”

Is determined to be essential to the care and well-being of the persons;

Is not obligated for the support of the persons; and

Would not be living in the unit except to provide the necessary supportive services.

Documentation

Certification needed from doctor or rehabilitation agency that care is essential for client. New documentation will also be part of the annual re-certification process and reviewed as such.

Written documentation from doctor or rehabilitation agency that care is necessary for household member who require an attendant not for employment but simply to assist in activities of daily living. It will be necessary for this person to be medically qualified to care for the household member.

HUD Regulations seek to distinguish between a household member who would normally be expected to live in the unit and provide supports to a person with a disability such as a spouse, parent and individual who has joined the household solely for purposes of care-taking. CCDA reserves the right to discuss when a family member would be considered a live-in aide.

Relatives as Live-in Aides

The issue of relatives or family members as live-in aides is one of the most complicated for CCDA to address. Although relatives are not automatically excluded as eligible live-in aides, they must meet the definition as required. It is fairly clear that a pre-existing household member does not qualify as a live-in

aide. It is more complicated when a child moves into a unit to assist an ailing parent or vice versa or when a live-in aide becomes a boyfriend after moving into the unit.

CCDA has developed policies to address these issues and/ or create disincentives for relatives to act as live-in aides. The household will be required to certify that:

- The live-in aide is medically qualified to provide the needed care.
- The live-in aide was not part of the household or in a relationship prior to receiving program assistance.
- There is no other reason for the aide to reside in the unit (i.e. the individual can demonstrate they have a previous residence they left in good standing).
- The aide and the participant will maintain separate finances.

In Summary, CCDA:

Must allow, as a reasonable accommodation if needed, a live-in aide

Will screen live-in aides as they screen other household members

May reject a particular individual as a live-in aide based on criminal acts and drug-related activity as well as owing rent to any other Public Housing Agency

Must exclude a live-in aide's income when calculating the household's share of the rent. No dependent deduction will be allowed for an aide's children

May provide a larger bedroom size voucher to accommodate a live-in aide. An additional bedroom will not be provided if the live-in aide is the participant's boyfriend/girlfriend.

Has established reasonable policies regarding live-in aides, such as what documentation is needed to approve a relative as a live-in aide, such as a statement from doctor or rehabilitation agency that care is essential for client, verification that potential live-in aid is medically qualified to do so, etc.

7. BRIEFINGS AND VOUCHER ISSUANCE

7.1 AVAILABILITY OF FUNDING

When funding is available, CCDA will issue Vouchers to applicants whose eligibility has been determined. The number of Vouchers issued must ensure that CCDA

stays as close as possible to 100 percent lease-up. A calculation will be performed monthly to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent that CCDA can over-issue (issue more Vouchers than the budget allows to achieve lease-up).

Vouchers may be issued only to the extent necessary to meet leasing goals. All Vouchers which are over-issued must be honored. If CCDA finds it is over-leased, it must adjust future issuance of Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

7.2 BRIEFING [24 CFR 982.301]

When CCDA selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a Voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend the second briefing without good cause, their application will be withdrawn and they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, CCDA will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, CCDA will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location. The request must be made at least 5 business days in advance.

The briefing will cover at least the following subjects:

A description of how the program works;

Family and owner responsibilities;

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

Types of eligible housing;

For families qualified to lease a unit outside CCDA's jurisdiction under portability, an explanation of how portability works;

An explanation of the advantages of living in an area that does not have a high concentration of poor families; and

An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

7.3 BRIEFING PACKET
[24 CFR 982.301(b)]

At the briefing session, the family will receive a briefing packet covering at least the following subjects:

The term of the Voucher and CCDA's policy on extensions and suspensions of the term. The packet will also include information on how to request an extension;

How the housing assistance payment and total tenant payment for the family is determined;

Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;

Where the family may lease a unit. For families qualified to lease outside CCDA's jurisdiction, the packet includes an explanation of how portability works;

How the maximum rent for an assisted unit is determined;

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

The Request for Tenancy Approval form;

A statement of CCDA's policy on providing information to prospective owners;

CCDA's subsidy standards;

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

The HUD-required lead-based paint brochure;

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

A list of landlords or other parties known to CCDA who may be willing to lease a unit to the family or help the family find a unit;

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

The family's obligations under the program;

The grounds upon which a family's assistance may be terminated because of the family's action or inaction; and

CCDA's informal hearing procedures, including when CCDA is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

7.4 ISSUING A VOUCHER

[24 CFR 982.303, 982.54(d)(11)]

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, CCDA will issue the Voucher. This Voucher represents a contractual agreement between CCDA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program which occurs when the lease and contract become effective.

7.5 TERM OF THE VOUCHER

[24 CFR 982.303, 982.54(d)(11)]

The initial term of the Voucher will be 60 days and will be stated on the Housing Choice Voucher.

Extending the Voucher

CCDA may grant extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must make a request to CCDA in writing prior to the expiration date.

Extending the Voucher as a Reasonable Accommodation

If the family includes a person with disabilities and the family requires an extension due to the disability, CCDA will grant an extension allowing the family the full 120 days search time as a reasonable accommodation. If as a

reasonable accommodation, the family needs an extension in excess of 120 days, CCDA will request such approval from the HUD field office.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the CCDA office to request assistance. Voucher holders will be notified at their briefing session that CCDA periodically updates the listing of available units and how the updated list may be obtained.

CCDA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

Expiration of the Voucher

If the Voucher has expired, and has not been extended by CCDA or expires after an extension, the family will no longer be eligible for assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

7.6 DETERMINATION FOR SPLIT HOUSEHOLDS [24 CFR 982.315]

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, CCDA shall consider the following factors to determine which of the families will continue to be assisted:

Which of the two new family units has primary custody of dependent children.

Which family member was listed on the initial application as the head of household when the Voucher was initially issued.

The composition of the new family units, and which unit contains elderly or disabled members.

Whether domestic violence was involved in the breakup.

Which family members remain in the unit.

Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, CCDA will terminate assistance on the basis of failure to provide information necessary for a re-certification.

7.7 RETENTION OF THE VOUCHER - RESIDUAL HOUSEHOLD MEMBER
[24 CFR 982.315]

To be considered the remaining member of the tenant family, the person must have been previously approved by CCDA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member, CCDA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the Voucher family unit size.

8. REQUEST FOR TENANCY APPROVAL AND EXECUTION OF THE CONTRACT

8.1 INFORMATION TO OWNERS
[24 CFR 982.307(b), 982.54(d)(7)]

In accordance with HUD requirements, CCDA will furnish the following information to prospective owners if the request is made in writing:

The family's current address

The name and address of the landlord at the family's current and prior address.

Eviction history

Damage to rental units

Drug Trafficking by family members

The information will be provided to the owner in writing and will be furnished for up to the last 5 years based on documentation in CCDA's possession.

CCDA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

CCDA will inform property owners that it is their responsibility to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

CCDA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

8.2 REQUEST FOR TENANCY APPROVAL [24 CFR 982.302, 982.305(b)]

When the family finds a unit that an owner is willing to lease under the program, the family and the owner will complete and sign the Request for Tenancy Approval form (RTA). The family must submit the RTA form during the term of their Voucher and in the manner required by CCDA:

The RTA must be completely filled out and signed by both the property owner and Voucher holder.

The RTA may not be faxed to the office.

The family may not submit more than one RTA at a time.

The CCDA will review the RTA documents to determine whether or not they are approvable. The Request for Tenancy Approval will be approved if:

The unit is an eligible type of housing;

The unit is inspected by CCDA and meets HUD's Housing Quality Standards (and additional criteria as identified in this Administrative Plan)

The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard (See Chapter 11);

The Security Deposit is approvable in accordance with any limitations in this plan;

The rent is reasonable;

The owner is approvable, and there are no conflicts of interest; and

The family continues to meet all eligibility and screening criteria.

8.3 **ELIGIBLE/INELIGIBLE HOUSING**

Leases will be approved for the following housing types:

Single family dwellings

Apartments

Manufactured housing not owned by the Section 8 participant

Leases will not be approved for any of the following special housing types:

Manufactured housing owned by the Section 8 participant

Congregate housing

Group homes

Shared housing

Cooperative housing

Single room occupancy housing

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

A public housing or Indian housing unit

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

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

College or other school dormitories

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

A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space

A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

8.4 REVIEW OF THE LEASE

CCDA will review a property owner's lease, particularly noting the appropriateness of optional charges and compliance with regulations and State and local law. The tenant must have the legal capacity to enter a lease under State and local law. The family and owner must submit a standard form lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with State and local law.

The lease must include: the names of the owner and the tenant; the address of the unit being rented; the term of the lease (initial term and any provisions for renewal); the amount of the monthly rent to owner; and a specification of which utilities and appliances are to be supplied by the family and owner. Responsibility for utilities, appliances and optional services must correspond to those provided on the on the Request for Tenancy Approval form.

House Rules of the owner may be attached to the lease as an addendum, provided they are approved by CCDA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

8.5 SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

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

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator), pets, tenant-caused damages which have occurred and other items that are not included in the lease if the agreement is in writing and approved by CCDA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

If the family and owner have come to a written agreement on the amount of

allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by CCDA. If agreements are entered into at a later date, they must be approved by CCDA and attached to the lease.

CCDA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

8.6 RENT LIMITATIONS [24 CFR 982.503]

CCDA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

8.7 DISAPPROVAL OF THE PROPOSED RENT [24 CFR 982.502]

If the proposed Gross Rent is not reasonable, at the family's request, CCDA may offer to negotiate with the owner to reduce the rent to a reasonable rent.

If the rent can be approved after negotiations with the owner, CCDA will continue processing the RTA. If the revised rent involves a change in the provision of utilities, a new RTA must be submitted by the owner.

If the owner does not agree on the Rent to Owner after CCDA has tried and failed to negotiate a revised rent, lease would be disapproved. The family and property owner would be notified in writing of the decision.

8.8 SCHEDULING AN INITIAL INSPECTION

Once it appears the tenancy may be approvable, CCDA will contact the owner to schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection. The unit must be inspected within 30 days of receipt of the RTA form or the form will be cancelled by CCDA.

Once a unit passes the HQS inspection, a lease and contract must be executed within 30 days. If a unit passes inspection and a tenant decides not to rent the unit, this initial inspection will be valid for a 30-day period if another tenant decides to rent the same unit.

8.9 DISAPPROVAL OF A REQUEST FOR TENANCY APPROVAL

If CCDA determines that the Request cannot be approved for any reason, the property owner and the family will be notified in writing. CCDA will instruct the owner and family of any (if possible) steps that are necessary to approve the Request.

When, for any reason, the RTA is not approved, the CCDA will furnish another form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

8.10 SECURITY DEPOSIT

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

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease. The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

8.11 APPROVAL TO LEASE A UNIT

The lease term may begin only after all of the following conditions are met:

The unit has passed inspection within the previous 30 days;

The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;

The property owner and tenant sign the lease to include the HUD required addendum;

Service for all tenant-supplied utilities has been turned on and is in the head of household's name; and

CCDA approves the leasing of the unit.

8.12 EXECUTION OF THE CONTRACT
[24 CFR 982.305(c)]

CCDA will prepare the Housing Assistance Payment Contract and lease for execution. The family and the owner will execute the Lease agreement, and the owner and CCDA will execute the Contract. Copies of the documents will be furnished to the parties who signed the respective documents. CCDA will retain a copy of all signed documents.

No Housing Assistance Payments will be issued until all signed documents have been returned to the office.

In no case will the contract be executed later than 60 days after the beginning of the lease term. Any contract executed after the 60-day period will be void and CCDA will not pay housing assistance to the owner.

The Housing Development Director is authorized to execute a contract on behalf of CCDA.

Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address.

Owners must provide an Employer Identification Number or Social Security Number.

Owner must provide a home telephone number and business number if applicable.

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. CCDA may waive this restriction as a reasonable accommodation for a family member who is a person with a disability if a written waiver is requested.

CCDA is unable to execute a contract if the family's portion of the rent is 100% of the approved contract rent.

9. DETERMINATION OF FAMILY INCOME

9.1 **DEFINITIONS OF INCOME**

[24 CFR 5.609]

Income: Includes all monetary amounts which are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income which is not specifically excluded in the regulations is counted.

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or re-certification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income is defined as the annual income minus any HUD allowable expenses and deductions.

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

Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

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

Are not specifically excluded from annual income.

For a complete definition of “ANNUAL INCOME” and “INCOME EXCLUSIONS”, see glossary.

9.2 **ALLOWABLE DEDUCTIONS FROM ANNUAL INCOME**

HUD has six allowable deductions from Annual Income:

Dependent Allowance: \$480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older that are full-time students or who are disabled.

Elderly/Disabled Allowance: \$400 per family for families whose head or spouse is 62 or over or disabled.

Child Care Expenses: Deducted for the care of children under 13 when child care is necessary to allow an adult member to work, attend school, or actively seek employment (see section 9.14).

Medical Expenses: Deducted for all family members of an eligible elderly/disabled family (see section 9.15).

Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

For persons with disabilities, the **incremental earnings due to employment** during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:

Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.

Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job-training program.

Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least \$500.

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

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

9.3 AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, CCDA may:

Average known sources of income that vary to compute an annual income, or

Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month-to-month, this estimate will be used to reduce the number of interim adjustments.

The method used depends on the regularity, source and type of income.

9.4 *MINIMUM INCOME*

There is no minimum income requirement. Families who report “zero income” are required to undergo an interim re-certification every 30 days and will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. is not being received by the household.

The CCDA will run a credit report if information is received that indicates the family has an unreported income source.

If the family's expenses exceed its known income, CCDA will inquire of the family regarding contributions and gifts and to the nature of the family's accessible resources.

9.5 *MINIMUM RENT* [24 CFR 5.616]

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

Hardship Requests for an Exception to Minimum Rent

CCDA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. All relevant circumstances brought to the agency's attention regarding financial hardship will be reviewed as it applies to the minimum rent. The following section states CCDA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be

Criteria for Hardship Exception

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

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

The family would be evicted as a result of the imposition of the minimum rent requirement;

The income of the family has decreased because of changed circumstances, including:

Loss of employment

Death in the family

Other circumstances as determined by CCDA or CCDA

Notification to Families of Right to Hardship Exception

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

Notification will advise families that hardship exception determinations are subject to CCDA review and hearing procedures.

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

All requests for minimum rent hardship exceptions are required to be in writing. Requests for minimum rent exception must include a statement of the family hardship that qualify the family for an exception.

CCDA will request documentation as proof of financial hardship and will use its standard verification procedures to verify circumstances which have resulted in financial hardship.

Suspension of Minimum Rent

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

The minimum rent will be suspended until it is determined whether the hardship is:

Covered by statute

Temporary or long term

"Suspension" means that CCDA will not use the minimum rent calculation until a determination has been made.

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

If it is determined that the minimum rent is not covered by statute, a minimum rent will be imposed, including payment for minimum rent from the time of suspension.

Temporary Hardship

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

CCDA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period. (See Chapter 21 for repayment agreement policy).

Long-Term Duration Hardships

If it is determined that there is a qualifying long-term financial hardship, CCDA must exempt the family from the minimum rent requirements.

9.6 WELFARE ASSISTANCE

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

The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

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

If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.

9.7 *INCOME FROM PERSONS ABSENT FROM THE UNIT*
[24 CFR 982.54(d)(10), 982.551]

It is the responsibility of the head of household to report changes in family composition in writing within 10 business days. CCDA will determine whether or not to discount income from family members using these policies:

Temporary Absence of a Household Member

CCDA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. "Temporarily absent"

is defined as away from the unit for **90 days** or less.

If the head of household or spouse is temporarily absent and in the Armed Forces, all regular pay, special pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

Permanent Absence of a Household Member

Income of persons permanently absent will not be counted. Any member of the household will be considered permanently absent if s/he is away from the unit for more than **90 days** except as otherwise provided in this Administrative Plan (See Chapter 6).

9.8 *INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME*
[24 CFR 982.54(D)(10)]

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, CCDA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.

9.9 *REGULAR CONTRIBUTIONS AND GIFTS*
[24 CFR 5.609]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received on a regular basis will be considered a "regular" contribution or gift, unless the amount is less than **\$240** per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts.

In order to verify regular gifts and contributions, a form containing the following information will be sent between CCDA and the provider:

The name, relationship, and mailing address of the person who provides the gifts

The value of the gifts

The regularity (dates) of the gifts

The purpose of the gifts

9.10 *ALIMONY AND CHILD SUPPORT*
[24 CFR 5.609]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, CCDA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

CCDA will accept verification that the family is receiving an amount less than the award if:

The family does not receive payments for four consecutive weeks.

The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

Child support payments which are being deducted from a person's income due to mandatory assignment may not be counted as a reduction in household income.

9.11 LUMP-SUM RECEIPTS
[24 CFR 5.609]

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

9.12 ASSETS AND ASSET INCOME
[24 CFR 5.603(d)]

The value of a family's assets may affect the family's income. Assets include:

- Savings and checking accounts
- Trusts that are available to the family
- Cash surrender value of life insurance policies
- Personal property held as an investment (coin collections, gems, etc)
- Stocks, bonds, money market funds and similar forms of investment
- Equity in real property and other capital investments
- Retirement savings accounts

Contributions to company retirement/pension funds are handled as follows:

Before retirement, only amounts that a family can withdraw from these funds without retiring or quitting are counted as assets.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum. Regular, periodic payments from

these funds are counted as income.

9.13 ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE
[24 CFR 5.603(d)(3)]

Assets disposed of for less than fair market value during the two years preceding admission or re-examination are also considered as assets. The difference between the market value and the actual amount received will be used to calculating total assets.

Assets disposed of as a result of foreclosure, bankruptcy or divorce are generally not considered to be assets disposed of for less than fair market value.

9.14 CHILD CARE EXPENSES
[24 CFR 5.603]

Child care expenses for children under 13 years of age may be deducted from annual income if they enable an adult to be gainfully employed, actively seek employment or to further his or her education. Child care expenses are deductible only to the extent that they are unreimbursed and are considered reasonable.

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered *unable* to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowable deductions for child care expenses are based on the following guidelines:

Child care for employment: The maximum child care expense allowed must be less than the amount earned by the person enabled to work.

Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

In the case of a child attending private school, only after-hours care can be counted as child care expenses.

9.15 MEDICAL EXPENSES
[24 CFR 5.609(a)(2), 5.603]

Disabled families and elderly families are both entitled to a deduction for unreimbursed medical expenses. Medical expenses are defined as any medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance or otherwise reimbursed.

If a family qualifies for the medical expense deduction, the medical expenses of all household members are eligible for the deduction.

The allowable deduction for medical expenses is the portion of expenses that exceeds 3% of annual income.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

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

9.16 PRO-RATION OF ASSISTANCE FOR "MIXED" FAMILIES
[24 CFR 5.520]

Applicability

Pro-ration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

Pro-rated Assistance Calculation

Pro-rated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.

9.17 UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS
[24 CFR 982.153, 982.517]

The same utility allowance schedule is used for all tenant-based programs.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by *energy-conservative households* that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

CCDA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards. Allowances will not be provided for non-essential utility costs, such as costs of cable or satellite television.

Utilities are classified in the utility allowance schedule according to the following general categories: heat, air conditioning, cooking, water heating, water, sewer, trash collection; other electric, refrigerator (for tenant supplied refrigerator), range (cost of tenant-supplied range); and other specified services.

The utility allowance schedule will be reviewed annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next annual reexamination.

The approved utility allowance schedule is given to families along with their Voucher. The utility allowance is based on the actual unit size selected.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family, CCDA will provide a Utility Reimbursement Payment for the family each month. The utility reimbursement is paid on behalf of the head of household directly to the highest-cost utility service provider. In accordance with utility company policy, utility service must be in the name of an adult person who resides in the unit and is listed on the lease.

10. VERIFICATION

10.1 *ACCEPTABLE METHODS OF VERIFICATION* [24 CFR 982.516]

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following five methods in the following order of acceptability:

1. Upfront Income Verifications
2. Third-Party Written

3. Third-Party Oral
4. Document review
5. Tenant Certification/Self-Declaration

CCDA will allow 2 weeks for return of third-party written verifications and 2 weeks to obtain third-party oral verifications before going to the next method. CCDA will document the file as to why third party written verification was not used.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance.

Upfront Income Verifications

When available, Upfront Income Verifications (UIV) is method of verification most preferred by HUD.

UIV is the verification of income, before or during a re-examination, through an independent source that systematically and uniformly maintains income information in a computerized form.

CCDA will utilize the HUD established computer-based Enterprise Income Verification (EIV) for obtaining wage and unemployment income and the Tenant Assessment Subsystem (TASS) tool for obtaining Social Security benefits, Supplemental Security Income, benefit history and tenant income discrepancy reports from the Social Security Administration.

When available, CCDA will also utilize: State systems for the Temporary Assistance for Needy Families (TANF), credit reports, Internal Revenue Service databases, and private sector databases.

When computer-matching results in a discrepancy with information in CCDA's records, CCDA will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, CCDA will follow the procedures in the Program Integrity Addendum of the Administrative Plan.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

Third party verification forms will not be hand carried by the family under any circumstances.

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If provided by telephone, CCDA must originate the call.

Document Review

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 4 weeks, CCDA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant's file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form or document.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, third-party verification will be utilized.

Tenant Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a notarized certification statement signed under penalty of perjury.

10.2 *Verification Of Legal Identity*

In order to prevent program abuse, CCDA will require applicants/participants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise

questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers
- Current, valid Driver's license
- U.S. passport
- Department of Motor Vehicles Identification Card

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption papers
- Custody agreement
- Health and Human Services
- School records

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS
[24 CFR 5.508, 5.510, 5.512, 5.514]

The citizenship/ eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as Social Security card, birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation.

Family members who do not claim to be citizens, nationals or eligible non-citizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If CCDA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be re-admitted to Section 8 for a period of 24 months from the date of termination.

10.4 VERIFICATION OF FAMILIAL STATUS

Self-certification will normally be considered sufficient verification of familial status. In cases where reasonable doubt exists, the family may be asked to provide additional verifications. The following verifications will always be required if applicable:

Verification of stable family relationship:

Official identification showing names

Birth Certificates

Any other verification which may substantiate long-term family relationship, such as: leases in both parties names, utility bills, insurance policies, bills or accounts in both person's names, etc

Verification of legal custody:

Court-ordered assignment

Verification from social services agency

School records

Verification of marital status:

Verification of marriage status is a marriage certificate.

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of permanent absence of family member:

If an adult member who was formerly a member of the household is reported permanently absent by the family, any of the following may be considered as verification:

Husband or wife institutes legal separation or divorce action.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.

Statements from other agencies such as social services or a written statement from the property owner or manager that the adult family member is no longer living at that location.

If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.

Once a household member has been removed from the lease, they will have to re-apply to the program, in order to be put back on a lease. *However, household members that have been removed will not be eligible to be re-added to a lease for **90 days** after being removed from said lease.*

10.5 VERIFICATION OF CHANGE IN FAMILY COMPOSITION

The burden of proof lies with the family to verify that a household member has vacated the subsidized unit.

CCDA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, property owners, neighbors, credit data, school or DMV records, and other sources.

10.6 VERIFICATION OF SOCIAL SECURITY NUMBERS
[24 CFR 5.216]

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, acceptable documentation will be a letter from Social Security that establish and state the number. Documentation from other governmental agencies may also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If individuals state that they do not have a Social Security Number they will be required to sign a statement to this effect.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.7 MEDICAL NEED FOR LARGER UNIT

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

10.8 AUTHORIZATION FOR THE RELEASE OF INFORMATION
[24 CFR 5.230]

Adult family members will be required to sign the HUD form 9886 Authorization for Release of Information/Privacy Act form.

In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by CCDA or HUD.

10.9 TIMING OF VERIFICATION

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

10.10 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular re-examination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular re-examination.

11. RENT AND HOUSING ASSISTANCE PAYMENT

11.1 ESTABLISHING PAYMENT STANDARDS

Payment Standards will typically be established at 100% of the published Fair Market Rent amounts, which are determined annually by the Department of Housing and Urban Development. In accordance with HUD regulations, CCDA has the right to establish Payment Standards within 90 – 110% of the Fair Market rent without HUD approval.

11.2 RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The rent to owner is limited by two factors:

Rent reasonableness - CCDA must demonstrate that the contract rent for a dwelling unit is reasonable in comparison to rent for other comparable unassisted units.

Maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, the family share may not exceed 40 percent of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the contract rent.

11.3 RENT REASONABLENESS

CCDA will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

Before any increase in rent to owner is approved;

If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

If CCDA or HUD directs that reasonableness be re-determined.

11.4 COMPARABILITY

In making a rent reasonableness determination, rent for the unit will be compared to the rent of like units in the same or comparable neighborhoods. The following factors may be considered: location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities.

CCDA maintains an automated database which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis and purged when it is more than 24 months old.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.5 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by CCDA and approved by HUD) determines the maximum subsidy for a family.

The minimum payment standard must be at least 90% of the FMR and the maximum payment standard may not exceed 110% of the FMR without prior approval from HUD.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

11.6 ADJUSTMENTS TO THE PAYMENT STANDARD

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. CCDA will not raise Payment Standards solely to make "high end" units available to Voucher holders.

Financial Feasibility

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

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

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD.

11.7 SELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY

For the voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family unit size;

2. The payment standard for the unit size rented by the family; or
3. The gross rent of the unit.

During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.8 ASSISTANCE AND RENT FORMULAS

Amount of Assistance

The housing assistance payment for a family equals the lesser of:

The applicable payment standard minus 30% of adjusted monthly income; or

The monthly gross rent minus the minimum rent.

The minimum rent is the higher of:

10% of monthly gross income; or

CCDA's established minimum rent of \$50

Plus any rent above the payment standard not to exceed 40% of adjusted monthly income.

Family Share

The family share is calculated by subtracting the housing assistance payment from the gross rent.

CCDA may not use housing assistance payments or other program funds (including any administrative fee reserves) to pay any part of the family share. Payment of the family share is the responsibility of the family.

Distribution of Housing Assistance Payment

The monthly housing assistance payment is distributed as follows:

CCDA pays the owner the lesser of the housing assistance payment or the rent to the owner

If the housing assistance payment exceeds the rent to the owner, the balance will be paid directly to the utility supplier to pay the utility bill on behalf of the head of household.

11.9 RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for pro-rated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. The maximum period of time for assistance under the provision is 18 months. CCDA will grant each family a period of 6 months to find suitable affordable housing.

The family's assistance is prorated in the following manner:

1. Find the pro-rated housing assistance payment by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the pro-rated family share by subtracting the pro-rated HAP from the gross rent (contract rent plus utility allowance).
3. The pro-rated tenant rent equals the pro-rated family share minus the full utility allowance.

11.10 MONTHLY HOUSING ASSISTANCE PAYMENT SCHEDULE

Once the Housing Assistance Payment (HAP) Contract is executed, signed and returned, CCDA will begin monthly payments to the property owner. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Payment is made via electronic direct deposit.

Payments are processed twice monthly, at the beginning and the middle of each month. Any adjustment payments due will be processed at the next payment period.

In accordance with HUD regulations, all Housing Assistance Payments will be prepared and processed within a "reasonable time frame". CCDA will process all monthly owner direct deposit payments before the fifth day of each month.

If payments are not made when due, the owner may charge CCDA a late payment as agreed to in the Contract and in accordance with generally accepted practices if the following conditions apply:

- It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
- The owner also charges such penalties against the tenant for late payment of family rent to the owner.

In the event that the late payment is due to factors beyond CCDA's control, such as a delay in the receipt of program funds from HUD, CCDA will not be obligated to pay any late payment penalty.

Administrative fee income or the administrative fee reserve will be used to pay any late payment penalties. No other program funds may be used for the payment of late fee penalties to the owner.

Excess Payments

The total of rent paid by the tenant plus the Housing Assistance Payment to the owner may not be more than the contract rent amount. The property owner must immediately return any excess payment to CCDA.

Owners who do not return excess payments will be subject to penalties as outlined in Chapter 20 of this Administrative Plan.

11.11 CHANGE OF OWNERSHIP INFORMATION

Monthly Housing Assistance Payments will be made only to the legal owner of record or his/her managing agent.

CCDA requires a written request by the owner who executed a HAP contract in order to make changes regarding who is to receive the monthly HAP or the mailing address as to where the rent payment should be sent.

A change in ownership does not require execution of a new contract and lease. However, the new owner must sign the existing lease and contract.

If the property has been sold, a written request from the new owner is required to process a change of ownership. The following documents must accompany the written request:

Deed of Trust showing the transfer of title;

Picture I.D. of property owner/agent; and

Tax Identification Number or Social Security Number. New owners will be required to execute IRS form W-9.

CCDA may withhold the rent payment until all steps in the change of ownership process have been satisfactorily completed.

12. RE-CERTIFICATION

12.1 CHANGES IN LEASE OR CONTRACT RENT AMOUNT

If the participant and owner agree to any changes in the lease, all changes must be in writing and the owner must immediately give CCDA a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

In order to be eligible for an annual rent increase, property owners must notify CCDA of any changes in the amount of the rent in writing at least sixty (60) days prior to the anniversary date. Any such changes are subject to CCDA determining them to be reasonable.

Assistance shall not be continued unless CCDA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

Requirement governing participant or owner responsibilities for utilities or appliances;

In the lease terms governing the term of the lease;

If the participant moves to a new unit, even if the unit is in the same building or complex.

12.2 ANNUAL ACTIVITIES

There are three activities CCDA must conduct on an annual basis. **These activities will be coordinated whenever possible:**

Re-examination of Income and Family Composition

HQS Inspection

Adjustment in Contract Rent

12.3 ANNUAL RE-EXAMINATIONS

At least annually CCDA will conduct a re-examination of family income and circumstances. The results of the re-examination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

A notification letter will be sent to the family letting them know that it is time for their annual re-examination and scheduling an appointment. All household members aged 18 and over will be required to attend this appointment. The letter will include: forms for the family to complete in preparation for the interview, instructions permitting the family to reschedule the interview if necessary and tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent.

The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of all required verifications, CCDA will determine the family's annual income and will calculate their family share.

For New Admissions, Annual re-examinations, and Interims re-examinations:

Should third party verification differ from hand-carried documentation or be returned too late to be included in the initial change or initial paperwork, an interim re-examination may be completed at the Housing Authority's discretion without the client signing another application, provided no more than 30 days have passed since the last action's effective date.

Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in termination of their Section 8 rental assistance.

12.4 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL RE-EXAMINATIONS

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

12.5 INTERIM RE-EXAMINATIONS

Program participants are required to report all changes in household composition, income or in allowable expenses between annual re-examinations within 10 business days.

Changes in Household Composition

Changes in household composition include additions due to birth, adoption and court-awarded custody. The family must obtain approval from CCDA and the property owner prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. CCDA will conduct a re-examination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or annual re-examination after moving into the unit.

Increases in Income

CCDA **will** conduct interim re-examinations when families have an increase in income. Families will be required to report all increases in household income/assets **within 10 business days**. The only exception to this is annual cost of living increase for Social Security benefits.

Decreases in Income

Participants **may** report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. CCDA must calculate the change if a decrease in income is reported.

Other Interim Reporting Issues

An interim re-examination does not affect the date of the annual re-examination.

An interim re-examination will be scheduled for families with **zero** income every **30** days.

Failure to report changes in household composition and/or income will result in termination of Section 8 rental assistance.

12.6 SPECIAL RE-EXAMINATIONS

If a family's income is too unstable to project for 12 months, including families that temporarily have no income, have a temporary decrease in income, or have

temporary employment, CCDA may schedule special re-examinations every 90 days until the income stabilizes and an annual income can be determined.

12.7 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL RE-EXAMINATIONS

Unless there is a delay in re-examination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and the family submitted all supporting paperwork for the rent decrease before the end of business day on the 25th day of the month, the decrease in the family rent will take effect the first day of the following month. (Example: Family member lost job on the 24th day of September, brought necessary paperwork from employer at close of business day on the 25th, an interim rent change will take effect on October 1 for that family.) The third party verification can be but not limited to a phone call to employer and documented by case worker. Also a mailing or fax to employer can be completed after the 25th day of the month. If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim re-examination should have been completed.

****Note:** If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

A "Notice of Rent Change" will be mailed to the tenant and property owner. If a family disagrees with the rent adjustment, they may request an informal review.

12.8 INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

CCDA will not reduce the family share of rent for families whose welfare assistance is reduced specifically because of:

Fraud;

Failure to participate in an economic self-sufficiency program; or

Non-compliance with a work activities requirement

However, a family's rent will be reduced if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment

CCDA will notify affected families that they have the right to an informal hearing regarding these requirements.

12.9 MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, CCDA may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition.

13. MOVES WITH CONTINUED ASSISTANCE

13.1 WHEN A FAMILY MAY MOVE

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

The assisted lease for the old unit has terminated;

The owner has given the tenant a notice to vacate early or has signed a mutual termination of lease form; or

The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

13.2 RESTRICTIONS ON MOVES [24 CFR 982.314, 982.552(a)]

Families will not be permitted to move outside of CCDA's jurisdiction under portability procedures during the initial year of assisted occupancy if they were not a resident at the time of initial application.

Families will not be permitted to move more than once in a 12-month period. The 12-month requirement may be waived if the move is necessitated for a reason other than family choice. Families may only give and retract notice to move three

times in any 12-month period.

CCDA will deny permission to move if there is insufficient funding for continued assistance.

Permission to move will be denied if:

The family has violated any Family Obligation(s).

The family is currently on a repayment agreement or owes CCDA money.

The family has moved or been issued a Voucher within the last twelve months.

The Section 8 Supervisor may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

13.3 PROCEDURES FOR MOVES [24 CFR 982.314]

Notice Requirements

The family must give the owner at least a 30-day written notice to vacate as required in the lease and must give a copy to CCDA simultaneously. Because property owners are paid on the first day of the month for the entire month, the tenant's vacate date will always be the last calendar day of a month.

If the family has not completed the initial one-year lease, the property owner may agree to sign a "Mutual Termination of Lease" form. Under no circumstances will a participant be allowed to improperly break a lease.

If the family does not locate a new unit, they may retract their notice and remain in the current unit with the property owner's written permission. If notice has not been retracted before the expiration of the lease, a new lease and HAP contract must be executed.

If a family has moved out of their assisted unit in violation of the lease, they will not be issued a Voucher, and their rental assistance will be terminated in compliance with Chapter 17 of this Administrative Plan.

Issuance of Voucher

Subject to the restrictions on moves, if the family has not been re-certified within the last **60** days, they must make an appointment to do so before a Voucher can be issued.

Time of Contract Change

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move *except that there will be no overlapping assistance.*

The annual re-certification date will be changed to coincide with the new lease-up date.

14. PORTABILITY

14.1 *RESTRICTIONS ON PORTABILITY*

Applicants

If neither the head nor spouse had legal residence in CCDA's jurisdiction at the date of their initial application for assistance, they must lease a unit in the jurisdiction for one year prior to porting out. All participants of the HUD/VASH program must lease a unit in the jurisdiction for one year prior to porting out.

Participants

After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy.

CCDA will not permit families to exercise portability if:

The family has violated any Family Obligation(s);

The family is currently on a repayment agreement or owes CCDA money; or

The family has moved out of its assisted unit in violation of the lease.

Families may only move to a jurisdiction where a Section 8 Housing Choice Voucher Program is being administered.

14.2 *ASSISTANCE IN THE INITIAL HOUSING AGENCY'S JURISDICTION*

The family may receive tenant-based assistance to lease a unit located anywhere in the jurisdiction of the initial HA.

14.3 ASSISTANCE OUTSIDE THE INITIAL HOUSING AGENCY'S JURISDICTION

Families living in the jurisdiction of the initial HA may receive tenant-based assistance to lease a unit in the jurisdiction of another HA anywhere in the United States that is administering a tenant-based program.

14.4 INCOME ELIGIBILITY

For admission, a family must be income eligible in the area where the family initially leases a unit under the program.

If a portable family was already a participant in the initial HA's program, income eligibility is not re-determined.

14.5 LEASING IN PLACE

If the dwelling unit is approved, a family may select the dwelling unit occupied by the family before selection for participation in the program.

14.6 FREEDOM OF CHOICE

When the family selects eligible housing that meets all program requirements, CCDA may not directly or indirectly reduce the family's opportunity to select among available units.

14.7 ADMINISTRATION BY RECEIVING HOUSING AGENCY

When a family moves under portability to an area outside the initial HA's jurisdiction, another HA (the receiving HA) must administer assistance for the family if a HA with a tenant-based program has jurisdiction in the area where the unit is located. When this situation exists, the HA with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such HA, the initial HA may choose the receiving HA.

14.8 PORTABILITY PROCEDURES

The initial HA must determine whether the family is income-eligible in the area where the family wants to lease a unit. The initial HA must advise the family how to contact and request assistance from the receiving HA. The initial HA must promptly notify the receiving HA to expect the family. The family must promptly contact the receiving HA, and comply with receiving HA procedures for incoming portable families. The initial HA must give the receiving HA the most recent HUD Form 50058 for the family, and related verification information.

If the receiving HA opts to conduct a new re-examination, the receiving HA may not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility. When the portable family requests assistance from the receiving HA, the receiving HA must promptly inform the initial HA whether the receiving HA will bill the initial HA for assistance on behalf of the portable family, or will absorb the family into its own program. The receiving HA must determine whether to extend the voucher term. The family must submit a request for lease approval to the receiving HA during the term of the receiving HA voucher. The receiving HA must determine the family unit size for the portable family. The family unit size is determined in accordance with the subsidy standards of the receiving HA. The receiving HA must promptly notify the initial HA if the family has leased an eligible unit under the program, or if the family fails to submit a request for lease approval for an eligible unit within the term of the voucher. To provide tenant-based assistance for portable families, the receiving HA must perform all functions, such as re-examination of family income and composition.

14.9 ABSORPTION BY THE RECEIVING HA

If funding is available for the receiving HA, when a voucher is received, the receiving HA may absorb the family into the receiving HA's program.

All incoming portable families will be absorbed by CCDA provided that there is funding available.

14.10 PORTABILITY BILLING

The receiving HA may bill the initial HA for housing assistance payments and administrative fees. The initial HA must promptly reimburse the receiving HA for the full amount of the housing assistance payments (HAP) made by the receiving HA for the portable family. The amount of HAP for a portable family in the receiving HA's program is determined in the same manner as for other families in the receiving HA's program. The initial HA must promptly reimburse the receiving HA for 80 percent of the initial HA's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs from the receiving HA. HUD may reduce the administrative fee to an initial HA, if the HA does not promptly reimburse the receiving CCDA for housing assistance payments or fees on behalf of portable families.

When CCDA is unable to absorb the incoming Voucher, it will administer the Initial HA's Voucher and *CCDA's policies will prevail*.

IMPORTANT NOTE: CCDA will not allow any persons to be added to an initial portability application who are not listed on the initial HA's 50058 paperwork.

15. INSPECTION POLICIES, HOUSING QUALITY STANDARDS

CCDA will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

CCDA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable CCDA to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, CCDA will automatically schedule one more inspection. If the family misses two inspections, they have violated a Family Obligation and their assistance will be terminated.

15.1 *TYPES OF INSPECTIONS*

There are six types of inspections that may be performed:

Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.

Annual Inspection - An inspection to determine that the unit continues to meet HQS.

Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.

Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.

Emergency Inspection - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

Quality Control Inspection - Supervisory inspections will be completed on the appropriate number of units that were under lease during CCDA's previous fiscal year as mandated by the U.S. Department of Housing and Urban Development.

15.2 OWNER AND FAMILY RESPONSIBILITIES

Owner Responsibility for HQS

The owner must maintain the unit in accordance with HQS.

If the owner fails to maintain the dwelling unit in accordance with HQS, CCDA will take prompt and vigorous action to enforce the owner obligations. Remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

CCDA will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified and the correction is verified by CCDA. If a defect is life-threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (unless an extension has been granted by CCDA).

The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the family's rental assistance may be terminated because of the HQS breach caused by the family.

Family Responsibility for HQS

The family is responsible for a breach of the HQS that is caused by any of the following:

The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. CCDA may terminate the family's assistance on that basis.

NOTE: Families residing in single-family dwellings are responsible for extermination.

If an HQS breach caused by the family is life-threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days.

If the family has caused a breach of the HQS, CCDA will take prompt and vigorous action to enforce the family obligations. The family's rental assistance may be terminated in accordance with 24 CFR 982.552.

UTILITY POLICY

In accordance with local utility company policy, CCDA requires utility service to be in the name of an adult household member who is listed on the Lease. If service is shut off, a family has seven days to have the service restored. If service is not restored, the family's rental assistance will be terminated. If service is shut off a second time, rental assistance will automatically be terminated.

15.3 HOUSING QUALITY STANDARDS (HQS) [24 CFR 982.401]

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

Sanitary Facilities

Food Preparation and Refuse Disposal

Space and Security

Thermal Environment

Illumination and Electricity

Structure and Materials

Interior Air Quality

Water Supply

Lead-based Paint

Access

Site and Neighborhood

Sanitary Condition

Smoke Detectors

15.4 ADDITIONS TO THE HQS ACCEPTABILITY CRITERIA

In addition to meeting HQS criteria, all Section 8 units will be governed by the Property Maintenance Code. CCDA has also received HUD approval to require the following additional criteria:

All windows in the unit will need tightly fitting screens (including units which have central air).

Refrigerators need a bottom kick plate.

All clothes dryers in the unit or the basement must be properly vented.

All doorbells must be in working order.

All buildings must have address numbers at least 3 inches high. In addition, all units in the building must be identified by apartment number.

Adequate winter time heat shall be considered to be 68 degrees.

In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

A deadbolt lock is required on all exterior doors.

Doorstops are required behind doors.

15.5 SPECIAL REQUIREMENTS FOR DEFECTIVE PAINT SURFACES (UNITS BUILT PRIOR TO 1978)

Non-EBL Children: When children under six years of age live in a household where the HQS inspection revealed deteriorated paint surfaces, including chipping, peeling, chalking, teeth marks, or any other defects in the paint surface in excess of the limits as found in the Federal Regulations, the landlord must test and/or abate the lead based paint hazard in accordance with the applicable federal and/or state rules and regulations. The family must be protected in accordance with the regulations.

EBL Children: If a family member under six (6) years of age with an EBL is to reside in a unit built prior to 1978, the unit must be tested for lead-based paint

and if found positive abated in accordance with Federal Regulations. The family must be protected in accordance with the regulations. CCDA has the right to terminate a contract if there is evidence that children in the Section 8 household have been affected by lead-based paint which is present in the unit.

15.6 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be repaired within 24 hours:

No hot or cold water

No electricity

Inability to maintain adequate heat (between October 1st and April 30th)

Major plumbing leak or flooding

Natural gas leak or fumes

Electrical outlet smoking or sparking

Exposed electrical wires which could result in shock or fire

Lack of functioning toilet when only one toilet is present in the unit

Security risks such as broken doors or windows that would allow intrusion

Other conditions which pose an immediate threat to health or safety

CCDA may give a short extension (**not more than 24 additional hours**) whenever the responsible party cannot be notified or it is impossible to complete the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by CCDA.

If the emergency repair item(s) are not corrected in the time period required by CCDA and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by CCDA and it is an HQS breach which is a family obligation, CCDA will terminate the assistance to the family.

15.7 TIME FRAMES FOR CORRECTIONS OF HQS FAIL ITEMS

Correcting Initial HQS Fail Items

CCDA will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 15 days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails the HQS inspection, the owner will be advised to notify CCDA as to when the repairs have been completed so that a re-inspection can be rescheduled.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

If a unit can not be inspected within 30 days, the request for Tenancy Approval will be cancelled.

HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item Section 15.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, CCDA will abate payment and terminate the contract in accordance with Section 15.7.

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, CCDA will terminate assistance for the family in accordance with Sections 15.2.

Time Frames for Corrections

Emergency repair items must be corrected within **24 hours** (See Section 15.7 for a list of items considered to be emergency items).

Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be corrected within **72 hours**.

For all other repairs, the owner will have up to **30 days** to complete.

Extension Policy

Initial inspections: No extensions or conditional passes will be approved for initial inspections.

Renewal inspections: At the sole discretion of CCDA, extensions may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs.

Weather-related extensions: Weather-related extensions may be granted from November 1 until March 31 without the loss of HAP. Weather-related extensions apply only to exterior repairs that do not endanger the health or safety of the tenants and can not be completed during the winter months. Appropriate extensions will be granted if a severe weather conditions exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks. A property owner must request the weather-related extension in writing.

If granted a weather-related extension, *all exterior repairs must be completed by April 30 of each year.* If repairs are not completed by this date, CCDA will abate the rent and cancel the HAP contract for owner noncompliance.

15.8 CHARGES FOR RE-INSPECTIONS

If CCDA is forced to do a second re-inspection of a unit due to neglect of the owner to correct any deficiency that has caused the unit to fail, the owner will be charged a **\$50.00 re-inspection fee**. This fee will be charged for any and all inspections or re-inspections of a unit which are done after the first re-inspection. This fee will be deducted by CCDA from the owner's next HAP check.

CFR 982.4005 states that CCDA may not charge for initial inspection or re-inspection of a unit, but it does not say you cannot charge after those two inspections. (effective 07/01/2004)

15.9 CONSEQUENCES IF UNIT DOES NOT MEET HQS

Abatement Of Housing Assistance Payment

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required

timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 30 days. If the corrections of deficiencies are not made within the 30-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, CCDA will end the abatement the day the unit passes inspection. Rent will resume the following day and be will paid at the next check run. No retroactive payments will be made to the owner for the period of time the rent was abated because the unit did not comply with HQS.

The tenant is held to the same standard and timeframes for correction of deficiencies as owners. For tenant-caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated.

Termination of HAP Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination the abatement will remain in effect.

Only one Housing Quality Standards inspection will be conducted after the termination notice is issued.

If repairs are completed and verified **before** the effective termination date, the termination will be rescinded.

If repairs are verified **after** the effective termination date, it would be necessary to execute a new lease and HAP contract.

If a unit is terminated due to HQS deficiencies that have not been corrected by the owner within the required timeframe, this unit is ineligible for future participation in the program for a period of six months.

The tenant is held to the same standard and timeframes for correction of deficiencies as property owners. If repairs for tenant-caused damages are not completed by the deadline, CCDA will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

15.10 CERTIFICATE OF OCCUPANCY

When required by the City of Covington, Section 8 units located within the City limits will be required to have a Certificate of Occupancy (CO) on file with the Code Enforcement Department. A Section 8 initial inspection will not be scheduled nor will

a lease and contract be executed without a valid, permanent Certificate of Occupancy in these cases.

CCDA's inspection only certifies that the unit meets Housing Quality Standards. CCDA is not responsible for items not included in the HQS inspection.

16. TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by CCDA. Under some circumstances the contract automatically terminates.

16.1 *TERMINATION OF THE LEASE*

By the Family

The family may terminate the lease without cause upon proper written notice to the owner and to CCDA after the initial lease term. The length of the notice that is required is stated in the lease (minimum 30 days).

By the Property Owner

The owner may terminate the lease during its term on the following grounds:

Serious or repeated violations of the terms or conditions of the lease;

Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;

Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

Any drug-related or violent criminal activity on or near the premise; or

Other good cause. Other good cause may include, but is not limited to:

Failure by the family to accept the offer of a new lease;

Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or

A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

During the first year, the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give CCDA a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant. A court-ordered eviction is grounds for termination of Section 8 rental assistance.

The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing proper written notice to the family that the lease term will not be renewed.

By Mutual Agreement

The family and the owner may at any time mutually agree to terminate the lease.

16.2 TERMINATION OF THE CONTRACT

Automatic termination of the Contract

The contract will terminate automatically:

If CCDA terminates assistance to the family.

If the family moves out of the unit.

180 calendar days after the last housing assistance payment to the owner.

Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

Termination of the HAP contract by CCDA

CCDA may terminate the HAP contract because:

The family's Section 8 rental assistance has been terminated.

The unit does not meet HQS space standards because of an increase in family size or change in family composition.

The unit is larger than appropriate for the family size or composition under the regular Voucher Program.

When the family breaks up and CCDA determines that the family members who move from the unit will continue to receive the assistance.

If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.

CCDA determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

The owner has breached the contract in any of the following ways:

If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.

If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;

If the owner has engaged in drug related criminal activity or any violent criminal activity.

16.3 FINAL HOUSING ASSISTANCE PAYMENT TO OWNER

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, CCDA will continue to make payments until the owner obtains a judgment or the family moves out. *CCDA may not issue payments for a unit that the family no longer resides in.*

17. OWNER DISAPPROVAL AND RESTRICTION

17.1 DISAPPROVAL OF OWNER

[24 CFR 982.306, 982.54(d)(8)]

Participation by property owners in the Section 8 program is voluntary. For purposes of this section, "owner" includes a principal or other interested party.

CCDA will disapprove the owner for the following reasons:

HUD or other agency directly related has informed CCDA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed CCDA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed CCDA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. CCDA may waive this restriction as a reasonable accommodation for a family member who is a person with a disability, provided that the request is made in writing prior to tenancy. CCDA may, at its discretion, require the family and or owner to provide evidence as to whether they are related to each other in any way.

The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

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

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

The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program. If 50% of an owner's assisted units fail the HQS inspection in any 12-month period, they will be considered to have a history of non-compliance with HQS. If this occurs, CCDA has the right to stop an owner's participation in the program for a six-month trial period. After the six-month period ends, CCDA will again review the HQS record of the property owner to check for improvement.

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

The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

Threatens the right to peaceful enjoyment of the premises by other residents;

Threatens the health or safety of other residents, of CCDA employees or of owner employees or other persons engaged in management of the housing; or.

Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises.

17.2 OWNER RESTRICTIONS AND PENALTIES

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, CCDA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. CCDA may also terminate some or all contracts with the owner.

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

18. TERMINATION OF ASSISTANCE TO THE FAMILY

18.1 *FORMS OF DENIAL OR TERMINATION OF ASSISTANCE*

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

- Denial for placement on Section 8 waiting list
- Denying a Voucher or withdrawing a Voucher
- Refusing to enter into a HAP contract or approve tenancy
- Refusing to process or provide assistance under portability procedures

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

- Refusing to enter into a HAP contract or approve tenancy
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

18.2 *GROUND FOR DENIAL OR TERMINATION OF ASSISTANCE*

CCDA **may** at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

- If the family violates any Family Obligations under the program. (See Chapter 2 of this Administrative Plan)
- Failure to report changes in income or household composition as required
- A family may not sublet the unit so that another may operate a business.
- The owner of the property may not reside in the assisted unit.
- If a family member fails to sign and submit consent forms.

No member of the family, their guests or visitors may engage in drug-related criminal activity or other violent criminal activity in the subsidized unit.

If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If CCDA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be re-admitted to Section 8 for a period of 24 months from the date of termination.

If any member of the family has been evicted from public housing or if a participant's Section 8 Certificate or Voucher has ever been terminated.

If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any type of housing assistance or welfare program.

If the family currently owes rent or other amounts to CCDA or to any another HA in connection with Section 8 or public housing assistance under the 1937 Act.

If the family has not reimbursed any Housing Agency for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

If the family breaches an agreement with CCDA to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)

If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.

If the family has engaged in or threatened abusive or violent behavior toward Section 8 or other housing authority personnel.

If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by CCDA to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The owner of the assisted property is discovered to be a relative of the assisted family (unless it has been requested in writing and approved prior to tenancy as a reasonable accommodation for a disability).

Mandatory Denial and Termination

CCDA **must** deny assistance to applicants, and terminate assistance for participants:

If any member of the family fails to sign and submit HUD or CCDA required consent forms for obtaining information.

If no member of the family is a U.S. citizen or eligible immigrant.

If the family is under contract and 180 days have elapsed since the last Housing Assistance Payment was made (See Chapter 16 of this Administrative Plan).

Who have been convicted of manufacturing or producing methamphetamine in violation of any Federal or State law.

If any household member is subject to a registration requirement under a State sex offender registration program.

18.3 ENFORCING FAMILY OBLIGATIONS

Explanations and Terms

The term "Promptly" when used with the Family Obligations always means "within **10** business days."

Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach

The inspector will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. The Section 8 Program Coordinator may give extensions to families to cure HQS breaches.

Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

If the owner terminates tenancy through court action for serious or repeated violation of the lease.

If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and CCDA determines that the cause is a serious or repeated violation of the lease based on available evidence.

If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and

If there are police reports, neighborhood complaints or other third party information, that has been verified by CCDA.

Nonpayment of rent is considered a serious violation of the lease.

Notification of Eviction

If the family requests assistance to move and they did not notify CCDA of an eviction within **10** business days of receiving the Notice of Lease Termination, the move may be denied.

Proposed Additions to the Family

CCDA will deny a family's request to add additional family members who:

Have been evicted from public housing or whose assistance has been terminated under the Certificate or Voucher program .

Have previously violated a family obligation listed in 24CFR 982.51 of the HUD regulations.

Have committed drug-related criminal activity or violent criminal activity.

Do not meet CCDA's definition of family.

Commit fraud, bribery or any other corrupt or criminal act in connection with any housing assistance or welfare program.

Currently owe rent or other amounts to CCDA or to another CCDA in connection with Section 8 or public housing assistance under the 1937 Act.

Have engaged in or threatened abusive or violent behavior toward CCDA personnel.

The property owner/agent objects to the additional household members. A property owner may not charge additional monies if they do approve

additions to the household.

Family Member Moves Out

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

The date the family member moved out.

The new address, if known, of the family member.

A statement as to whether the family member is temporarily or permanently absent.

Limitation on Profit-making Activity in Unit

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If it is determined that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If it is determined the business is not legal, it will be considered a program violation.

Missed Appointments And Deadlines

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

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.

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

Eligibility for Admissions

Verification Procedures

Voucher Issuance and Briefings

Housing Quality Standards and Inspections

Re-examinations

Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

Medical emergency

Family emergency

An applicant or participant who fails to keep an appointment, to supply information required by a deadline or for failure to allow CCDA to inspect the unit may be sent a Notice of Denial or Termination of Assistance.

If a family misses two consecutive appointments for any action, they may be terminated.

If a family misses three appointments of any type in a calendar year, they may be terminated.

18.4 MISREPRESENTATION IN COLLUSION WITH OWNER
[24 CFR 982.551, 982.552 (c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, CCDA will deny or terminate assistance.

In making this determination, CCDA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

18.5 CONFIDENTIALITY OF CRIMINAL RECORDS

CCDA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

18.6 REQUIRED EVIDENCE

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

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

19. COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

19.1 COMPLAINTS

CCDA will investigate and respond to complaints by participant families, owners, and the general public. It will be required that all complaints (including HQS violations) be put in writing. Anonymous complaints are investigated whenever possible.

The participating family may be required supply necessary information to cooperate in an investigation and may be terminated for refusal to do so.

19.2 NOTICE OF RIGHTS

In any case where CCDA decides to deny or terminate a family's rental assistance, the family and property owner will be given a termination notice stating:

The reason(s) for the proposed termination,

The effective date of the proposed termination,

The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance, and

The date by which a request for an informal hearing must be received by CCDA.

19.3 CIRCUMSTANCES WHICH REQUIRE THE OFFER OF AN INFORMAL REVIEW OR HEARING

INFORMAL REVIEWS

Applicants will not be provided the opportunity for an informal review for any of the following reasons:

Determination of the family unit size under CCDA's subsidy standards.

Determination not to approve an extension or suspension of a Voucher term.

Determination not to grant approval to lease a unit under the program or to approve a proposed lease.

Determination that a unit selected by the applicant does not comply with HQS.

Determination that the unit is not in accordance with HQS because of family size or composition.

General policy issues or class grievances.

Discretionary administrative determinations.

In all other circumstances, CCDA must grant an applicant the opportunity for an informal review of a decision when an applicant requests it.

INFORMAL HEARINGS

An informal hearing is not required for any of the following reasons:

Discretionary administrative determinations.

General policy issues or class grievances.

Establishment of the schedule of utility allowances for families in the program.

A determination not to approve an extension or suspension of a Voucher term.

A determination not to approve a unit or lease.

A determination that an assisted unit does not comply with HQS. (However, CCDA will provide the opportunity for an informal hearing for a

decision to terminate assistance for a breach of the HQS caused by the family.)

A determination that the unit is not in accordance with HQS because of the family size.

A determination by CCDA to exercise or not exercise any right or remedy against the owner under a HAP contract.

CCDA will give a participant family an opportunity for an informal hearing to consider whether the following decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and/or CCDA policies:

A determination of the appropriate utility allowance (if any) for tenant paid utilities.

A determination of the family unit size under CCDA's subsidy standards.

A determination that a Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under CCDA's subsidy standards, or CCDA's determination to deny the family's request for an exception from the standards.

A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

A determination to terminate assistance for a participant family because of the family's action or failure to act.

A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under CCDA's policy and HUD rules.

19.4

INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

Once CCDA makes a determination of ineligible immigration status, the applicant/participant family may request an informal hearing. A family may request an informal hearing within 30 days of receipt of the ineligibility determination from the INS, or CCDA's decision to delay, terminate or deny assistance.

CCDA must keep all denial or termination of assistance documents related to immigration status for a minimum of five years.

19.5 INFORMAL REVIEW/HEARING PROCEDURES

The following procedures will be followed:

Discovery

The family will be given the opportunity to examine before the hearing any file documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense.

CCDA will be given the opportunity to examine (at CCDA's offices before the hearing) any family documents that are directly relevant to the hearing. CCDA will be allowed to copy any such document at their expense. If the family does not make the document(s) available for examination on request of the CCDA, the family may not rely on the document(s) at the hearing.

Note: The term **document** includes records and regulations.

Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

Hearing Officer

The hearing will be conducted by any person or persons designated by CCDA, other than a person who made or approved the decision under review or a subordinate of this person.

The hearing officer will regulate the conduct of the hearing in accordance with CCDA's hearing procedures.

Evidence

CCDA and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Issuance of Decision

The hearing officer must issue a written decision within 10 business days from the date of the hearing, stating briefly the reasons for the decision.

Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

Effect of the Decision

CCDA is not bound by a hearing decision:

Concerning a matter for which CCDA is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the CCDA's hearing procedures.

Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

If the CCDA determines that it is not bound by a hearing decision, the family will be notified within 14 calendar days of the determination, and of the reasons for the determination.

19.6 CONSIDERING CIRCUMSTANCES

In deciding whether to deny or terminate assistance because of action or inaction by members of the family, CCDA may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of termination of assistance on other family members who were not involved in the action or failure.

CCDA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. CCDA may permit the other members of a participant family to continue receiving assistance.

If CCDA seeks to deny or terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that CCDA provides notice to the family of the determination to terminate assistance. In determining whether to terminate assistance for these reasons the CCDA will consider evidence of whether the household member:

Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

If the family has misrepresented any facts that caused CCDA to overpay assistance, CCDA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement.

20. INELIGIBILITY TIME FRAMES

When the family's unit is approved and the HAP contract executed, the family must honor all program rules and policies in order to continue participating in the Section 8 Rental Voucher Program.

If the family does not comply, termination of family participation of the Section 8 Program will begin and the following time frames of ineligibility will begin. These procedures are followed to the letter and there will be no exceptions.

20.1 *INELIGIBLE FOR ONE YEAR*

A family is ineligible for one year from the date of termination for any of the following violations:

- Failure to supply information that CCDA or HUD determines to be necessary including evidence of citizenship or eligible immigration status and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- Failure to disclose and verify social security numbers or sign and submit consent forms for obtaining information.
- Failure to supply all information requested by CCDA to verify that the family is living in the unit or information related to family absence from the unit.
- Failure to promptly notify CCDA in writing while being away from the unit for an extended period in accordance with CCDA policies.

- Failure to allow CCDA to inspect the unit at a reasonable time and after reasonable notice.
- Failure to notify CCDA and the owner in writing before moving (or skipping) out of the unit, or terminating the lease.
- Failure to use the assisted unit as the only residence for the family.
- Failure to notify CCDA in writing of the birth, adoption or court-awarded custody of a child.
- Failure to notify CCDA in writing of any family member no longer living in the unit.
- Failure to pay utility bills and supply appliances that the owner is not required to supply under the lease.
- Family was terminated for committing a serious or repeated violation of the lease.
- Default on a repayment agreement with CCDA. *Any monies owed CCDA or any other CCDA must be paid in full as well*.*
- Failure to attend scheduled appointments.
- Sublease, sublet, assign the lease or transfer the unit.
- Violation of any other Family Obligations not listed.
- Section 8 program termination for any other reason not listed.

20.2 INELIGIBLE FOR THREE YEARS

A family is **INELIGIBLE FOR THREE YEARS** from their termination date for any of the following violations:

- Damaging the subsidized unit beyond normal wear and tear.
- Participation in illegal drug-related or violent criminal activity.
- Failure to report changes in income or household composition. *Any monies owed to CCDA or any other CCDA for overpaid CCDAP must be paid in full as well*.*
- Intentionally supplying false, incomplete or inaccurate information.

- Eviction from public housing, Indian Housing, Section 8, Section 23 or any other assisted housing programs.
- Welfare fraud.
- Abusive or violent behavior committed toward housing authority personnel.

20.3 INELIGIBLE FOR FIVE YEARS

A family is **INELIGIBLE FOR FIVE YEARS** from their termination date for any of the following violations:

- Own or have any interest in the unit. *Any monies owed to CCDA or any other CCDA for overpaid HAP must be paid in full as well*.*
- Commit fraud, bribery or any other corrupt or criminal act in connection with the Section 8 Rental Assistance Program. *Any monies owed to CCDA or any other CCDA for overpaid HAP must be paid in full as well*.*
- Receive Section 8 tenant-based program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or Local housing assistance program. *Any monies owed to CCDA or any other agency for overpaid HAP must be paid in full as well*.*

20.4 INELIGIBLE FOR LIFE

A family is **INELIGIBLE FOR LIFE** for any of the following violations:

- Any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program. Persons on the 10-year registry are ineligible until they are removed from the registry program.
- Any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of the assisted housing. “Premises” is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

***Note:** *Applicants who owe monies to CCDA or any other Federal, State or Locally subsidized program will not be processed for rental assistance. The applicant must pay the balance owed in full before an application will be processed. Repaying funds that are due does not necessarily qualify an applicant for housing assistance. Such payments will be considered along with other factors in the application process. Any*

money owed to a housing agency that has been discharged by bankruptcy shall not be considered in making this determination.

21. REPAYMENT AGREEMENTS

21.1 *REPAYMENT AGREEMENT FOR FAMILIES* [24 CFR 982.552 (b)(6-8)]

A repayment agreement is a document entered into between CCDA and a current program participant who owes a debt to CCDA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to CCDA in the event of default of the agreement.

The terms of the repayment agreement will be determined by CCDA, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt.

21.2 *REPAYMENT SCHEDULE FOR MONIES OWED TO CCDA*

Initial Payment Due

<u>(% of Total Amount)</u>	<u>Amount Owed</u>	<u>Maximum Term</u>
20%	\$100 - \$500	24 months
15%	\$501 - \$1,000	24 months
10%	\$1,001 - \$2,500	24 months

The family will make the initial payment based on the percentage above, with the remainder to be paid in the time allocated above.

Families will not be allowed to enter into a repayment agreement for amounts under \$100. Amounts owed to CCDA under \$100 must be paid in full within 30 days.

21.3 *DEBTS DUE TO FRAUD/MISREPRESENTATIONS/NON-REPORTING OF INFORMATION* [24 CFR 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

Families who owe money to CCDA due to program fraud will be required to pay the amount in full within 30 days. If the full amount is paid within this time period, and the family is still eligible, CCDA may continue assistance to the family.

If a family owes an amount which equals or exceeds \$5,000 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, CCDA will refer the case for criminal prosecution.

21.4 DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP

If the family owes CCDA money for rent arrears incurred during the minimum rent period, CCDA will calculate the total amount owed and divide it by 12 to arrive at a reasonable payback amount that the family will be required to pay to CCDA monthly in addition to the family's regular monthly rent payment to the owner. The family will be required to pay the increased amount until the arrears are paid in full to CCDA.

The minimum monthly amount for a repayment agreement incurred for minimum rent arrears is \$50.

21.5 GUIDELINES FOR REPAYMENT AGREEMENTS [24 CFR 982.552(b)(8)]

Payment Agreements will be executed between CCDA and the head of household and spouse.

The maximum length of time CCDA will enter into a payment agreement with a family is 24 months.

The minimum monthly amount of monthly payment for any payment agreement is \$30. A payment must be made each month.

The Repayment Agreement must be executed by the Section 8 Supervisor or his or her designee.

Payments may only be made by money order, cashier's check, or personal check. Cash is not accepted. If a personal check is returned for non-sufficient funds, CCDA will no longer accept this method of payment.

The agreement will be in default when a payment is not received by the 7th day of the month.

Once a family is in default of the signed repayment agreement, the remaining balance becomes due and must be paid in full within 30 days in order for rental assistance to continue.

If signing a repayment and making all payments as scheduled is a condition of a family's continued participation of the program (resulting from a termination hearing) and the family is in default, rental assistance is immediately terminated (no 30 day repayment period).

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the Payment Agreement is current:

Family size exceeds the HQS maximum occupancy standards

The HAP contract is terminated due to owner non-compliance or opt-out

A natural disaster

There are some circumstances in which a repayment agreement will not be executed. They are:

If the family already has a Repayment Agreement in place.

If CCDA determines that the family intentionally committed program fraud.

If CCDA determines that the debt amount is larger than can be paid back by the family within 24 months.

Late Payments

A payment will be considered to be in arrears if:

The payment is not received by the close of the business day on the 7th day of the month.

If the family's payment agreement is in arrears, and the family has not contacted or made arrangements with CCDA, the family's rental assistance will be terminated.

21.6 OWNER DEBTS TO CCDA [24 CFR 982.453(b)]

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

If future Housing Assistance Payments are insufficient to reclaim the amounts owed, CCDA will:

Require the owner to pay the amount in full within 30 days.

Pursue collections through the local court system.

Restrict the owner from future participation.

21.7 WRITING OFF DEBTS

Debts will be written off if:

The debtor's whereabouts are unknown and the debt is more than 15 years old.

A determination is made that the debtor is judgment proof.

The debtor is deceased.

The debtor is confined to an institution indefinitely.

22. CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for CCDA to spend money from its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for housing related purposes consistent with State law.

City Ordinance authorizes the Housing Development Director to expend from \$1,000 to \$10,000 for authorized expenditures with permission from the City's Finance Director.

Any item(s) exceeding \$10,000 will require prior approval by the City Commission before any charge is made against the Section 8 Administrative Fee Reserve.

23. SPECIAL HOUSING TYPES

CCDA has elected not to permit use of any SRO's, congregate housing, group homes, shared housing or cooperative housing types in its program.