

Section 8 Housing Choice Voucher Administrative Plan



**Housing Authority
Of The City Of
Rocky Mount, North Carolina**

REVISED 2019

TABLE OF CONTENTS

- I. STATEMENT OF POLICIES AND OBJECTIVES1**
 - A. PURPOSE OF THE PLAN 1
 - B. FAIR HOUSING POLICY 2
 - C. PRIVACY RIGHTS 3
 - D. STATEMENT OF LOCAL OBJECTIVES..... 3
 - E. RULES AND REGULATIONS..... 4
 - F. REFERENCES..... 4
- II. ABOUT THE AUTHORITY5**
 - A. ORGANIZATIONAL SET-UP 5
 - B. DESCRIPTION OF PROGRAMS OFFERED 6
- III. OUTREACH PROCEDURES8**
 - FAMILY OUTREACH..... 8
- IV. ELIGIBILITY FOR ADMISSION9**
 - A. FAMILY COMPOSITION 9
 - B. INCOME LIMITS..... 12
 - C. OTHER CRITERIA FOR ADMISSION 13
 - D. SUITABILITY FOR RESIDENTS IN THE SECTION 8 PROGRAM 14
- V. APPLYING FOR ADMISSION 15**
 - A. HOW TO APPLY 15
 - B. GROUNDS FOR DENIAL OF ADMISSION 16
 - C. MAINTAINING/UPDATING THE WAITING LIST 16
 - D. RIGHT TO INFORMAL REVIEW 16
- VI. ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST 18**
 - A. APPLICATION POOL 18
 - B. WAITING LIST PREFERENCES..... 18
 - C. PREFERENCE ELIGIBILITY..... 19
 - D. ORDER OF SELECTION 19
 - E. REOPENING THE WAITING LIST 19
 - F. MAINTAINING THE WAITING LIST..... 20
 - G. UPDATING THE WAITING LIST 21

H.	OFFER OF A VOUCHER	21
VII.	SUBSIDY STANDARDS	22
A.	VOUCHER SIZE ISSUED	22
B.	UNIT SIZE SELECTED	24
VIII.	INCOME CONSIDERATION AND DETERMINATION OF TOTAL RESIDENT PAYMENT	25
A.	THE TOTAL TENANT PAYMENT	25
B.	A QUALITY CONTROL CHECK.....	25
C.	DEFINITION OF INCOME	25
D.	DEFINITION OF TEMPORARY ABSENT.....	33
E.	AVERAGING INCOME	34
F.	MINIMUM INCOME	34
G.	LUMP SUM RECEIPTS.....	34
H.	ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE.....	35
IX.	VERIFICATION PROCEDURES	36
A.	GENERAL POLICY.....	36
B.	METHOD OF VERIFICATION	36
1.	EIV Verification	36
2.	Third Party Verification.....	36
3.	Review of Documents.....	37
4.	Applicant Certification/Self Declaration(s)	37
C.	RELEASE OF INFORMATION	37
D.	COMPUTER VERIFICATION.....	38
E.	PREFERRED FORMS OF VERIFICATION.....	38
F.	ITEMS TO BE VERIFIED	39
G.	MINIMUM INCOME	40
H.	ACCEPTABLE FORMS OF VERIFICATION	40
I.	VERIFYING FACTORS OF ELIGIBILITY	47
X.	BRIEFING OF FAMILIES AND ISSUANCE OF HOUSING CHOICE VOUCHER.....	48
A.	BRIEFINGS	48
1.	Purpose of the Briefing	48

	2.	Attendance Requirement at Briefing	48
	3.	Briefing Format	48
	4.	General Policies	50
	5.	Section 8 Existing Program Household Obligation.....	50
	6.	Owner/Agent Referrals.....	50
	B.	SECURITY DEPOSIT REQUIREMENTS.....	51
	C.	HOUSING CHOICE VOUCHER ISSUANCE	51
	1.	Expirations	51
	2.	Extensions.....	52
	D.	PORTABILITY OF SECTION 8 HOUSING CHOICE VOUCHER.....	52
XI.		LOCATING SUITABLE HOUSING	54
	A.	RESPONSIBILITY FOR SUITABLE HOUSING	54
	B.	ELIGIBLE TYPES OF HOUSING.....	54
	C.	REQUEST FOR TENANCY APPROVAL AND LEASE	54
XII.		HOUSING QUALITY STANDARDS AND INSPECTIONS DETERMINING RENT REASONABLENESS.....	55
	A.	GENERAL PURPOSE	55
	B.	CLEARING DEFICIENCIES	56
	C.	OWNER RESPONSIBILITIES FOR SCREENING RESIDENTS	56
XIII.		TENANCY APPROVAL AND HAP/VOUCHER CONTRACT EXECUTION	57
	A.	DOCUMENTS SUBMITTED.....	57
	B.	RENT REASONABLENESS.....	57
	C.	TENANCY APPROVAL/DISAPPROVAL	59
	D.	EXECUTION OF THE HAP CONTRACT	59
XIV.		CALCULATION OF TOTAL TENANT PAYMENT (TTP).....	60
	A.	TTP CALCULATION FOR RENTAL VOUCHER PROGRAM	60
	B.	HOUSING ASSISTANCE PAYMENT (HAP).....	60
	C.	UTILITY ALLOWANCE	61
	D.	UTILITY REIMBURSEMENT PAYMENTS	61
	E.	MAKING PAYMENTS TO OWNERS	61

XV.	ON-GOING ADMINISTRATIVE RESPONSIBILITIES	62
A.	ANNUAL RECERTIFICATION.....	62
B.	ANNUAL HQS INSPECTION.....	62
	BIENNIAL INSPECTIONS.....	
C.	ABATEMENT OF HOUSING ASSISTANCE PAYMENT	64
D.	RENT INCREASES BY THE OWNER.....	64
E.	INTERIM ADJUSTMENTS	65
F.	PROCEDURES FOR CONTINUED ASSISTANCE.....	65
G.	CONTINUED ASSISTANCE WHEN A FAMILY BREAKS UP	66
XVI.	TERMINATION AND FAMILY MOVES	67
A.	FAMILY NOTICE TO MOVE	67
B.	FAMILY MISREPRESENTATION	67
C.	OWNER MISREPRESENTATION/DISAPPROVAL OF OWNER	67
D.	CHANGE IN OWNERSHIP.....	68
XVII.	TERMINATIONS OF ASSISTANCE	69
A.	GENERAL POLICY.....	69
B.	FAMILY SELF-SUFFICIENCY PROGRAM (FSS) TERMINATION.....	70
C.	ZERO DOLLAR ASSISTANCE	71
XVIII.	PROCEDURE FOR DAMAGE, VACANCY AND UNPAID RENT CLAIMS.....	72
A.	FOR HAP CONTRACTS EXECUTED BEFORE 10/25/95	72
B.	FOR HAP CONTRACTS EXECUTED POST 10/2/95	73
XIX.	COMPLAINTS AND APPEALS	74
A.	CONDUCTING THE INFORMAL REVIEW OR INFORMAL HEARING	74
B.	NOTIFICATION	74
C.	INFORMAL REVIEW FOR THE APPLICANT	74
D.	INFORMAL HEARING FOR THE PARTICIPANT (RESIDENT).....	75
XX.	RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS	77
A.	PURPOSE OF THE REGULATION	77
B.	FAMILY NOTIFCATION	77
C.	ELIGIBILITY FOR ASSISTANCE	77
D.	HOUSEHOLD CATGEGORIES.....	78
E.	VERIFICATION REQUIREMENT	78

F.	DOCUMENTATION REQUIRED	79
G.	VERIFICATION PROCESS FOR ELIGIBLE IMMIGRANTS.....	79
H.	CALCULATION OF PRORATED ASSISTANCE.....	80
I.	SUSPENSION OF ASSISTANCE	80
XXI.	MISSED APPOINTMENTS.....	81
XXII.	REPAYMENT AGREEMENTS.....	82
A.	REPAYMENT AGREEMENT CONDITIONS.....	82
B.	VIOLATIONS OF FAMILY OBLIGATION OR FRAUD.....	83
XXIII.	PAYMENT STANDARDS FOR THE VOUCHER PROGRAM	84
A.	INITIAL PAYMENT STANDARD.....	84
B.	AFFORDABILITY ADJUSTMENTS	84
XXIV.	PROJECT-BASED VOUCHERS.....	86

INTRODUCTION: THIS CHAPTER DESCRIBES HUD REGULATIONS AND PHA POLICIES RELATED TO THE PROJECT-BASED VOUCHER (PBV) PROGRAM.

PART 1: GENERAL REQUIREMENTS

THIS PART DESCRIBES GENERAL PROVISIONS OF THE PBV PROGRAM INCLUDING MAXIMUM BUDGET AUTHORITY REQUIREMENTS, RELOCATION REQUIREMENTS, AND EQUAL OPPORTUNITY REQUIREMENTS.

PART 2: PBV OWNER PROPOSALS

THIS PART INCLUDES POLICIES RELATED TO THE SUBMISSION AND SELECTION OF OWNER PROPOSALS FOR PBV ASSISTANCE IT DESCRIBES THE FACTORS THE PHA WILL CONSIDER WHEN SELECTION PROPOSALS, THE TPE OF HOUSING THAT IS ELIGIBLE TO RECEIVE PBV ASSISTANCE, THE CAP ON ASSISTANCE AT PROJECTS RECEIVING PBV ASSISTANCE, SUBSIDY LAYERING REQUIREEMNTS, SITE SELECTION STANDARDS, AND ENVIRONMENTAL REVIEW REQUIREMENTS.

PART 3: DWELLING UNITS

THIS PART DESCRIBES REQUIREMENTS RELATED TO HOUSING QUALITY STANDARDS, THE TYPE AND FREQUENCY OF INSPECTIONS, AND HOUSING ACCESSIBILITY FOR PERSON WITH DISABILITIES.

PART4: REHABILITATED AND NEWLY CONSTRUCTED UNITS

THIS PART DESCRIBES REQUIREMENTS AND POLICIES RELATED TO THE DEVELOPMENT AND COMPLETION OF REHABILITATED AND NEWLY CONSTRUCTED HOUSING UNIST THAT WILL BE RECEIVING PBV ASSISTANCE.

PART 5: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

THIS PART DISCUSSES HAP CONTRACT REQUIREMENTS AND POLICIES INCLUDING THE EXECUTION, TERM, AND TERMINATION OF THE HAP CONTRACT. IN ADDITION, IT DESCRIBES HOW THE HAP CONTRACT MAY BE AMENDED AND IDENTIFIES PROVISIONS THAT MAY BE ADDED TO THE HAP CONTRACT AT THE PHA'S DISCRETION.

PART 6: SELECTION OF PBV PROGRAM PARTICIPANTS

THIS PART DESCRIBES THE REQUIREMENTS AND POLICIES GOVERNING HOW THE PHA AND THE OWNER WILL SELECT A FAMILY TO RECEIVE PBV ASSISTANCE.

PART 7: OCCUPANCY

THIS PART DISCUSSES OCCUPANCY REQUIREMENTS RELATED TO THE LEASE, AND DESCRIBES UNDER WHAT CONDITIONS FAMILIES ARE ALLOWED OR REQUIRED TO MOVE. IN ADDITION, EXCEPTIONS TO THE OCCUPANCY CAP (WHICH LIMITS PBV ASSISTANCE TO 25 PERCENT OF THE UNITS IN ANY PROJECT) ARE ALSO DISCUSSED.

PART 8: DETERMINING RENT TO OWNER

THIS PART DESCRIBES HOW THE INITIAL RENT TO OWNER IS DETERMINED, AND HOW RENT WILL BE REDETERMINED THROUGHOUT THE LIFE OF THE HAP CONTRACT. RENT REASONABLENESS REQUIREMENTS ARE ALSO DISCUSSED.

PART 9: PAYMENTS TO OWNER

THIS PART DESCRIBES THE TYPES OF PAYMENT OWNERS MAY RECEIVE UNDER THIS PROGRAM.

XXV. OPERATING RESERVE 85

XXVI. APPENDIX..... 86

APPENDIX I - INFORMAL REVIEW FOR APPLICANTS..... 87

APPENDIX II - INFORMAL HEARING FOR PARTICIPANTS 89

APPENDIX III - EQUAL OPPORTUNITY CERTIFICATION 92

APPENDIX IV - VOUCHER HOLDERS PACKAGE CHECKLIST 95

APPENDIX V - OWNER’S GUIDE 97

APPENDIX VI - PIH NOTICE 2010-19 - ADMINISTRATIVE GUIDANCE FOR EFFECTIVE AND MANDATED USE OF THE ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM 103

XXVII. APPENDIX VII – VIOLENCE AGAINST WOMENT ACT (VAWA) POLICY..... 130

I. STATEMENT OF POLICIES AND OBJECTIVES

The Section 8 Program was created by the Housing and Community Development Act of 1974 and amended by the Housing and Community Development Act of 1981, the Housing and Urban-Rural Recovery Act of 1983, the Technical Amendment Act of 1984, and the Housing and Community Development act of 1987, and the Quality Housing and Work Responsibility Act of 1998.

Administration of the Housing program and the function and responsibilities of the Housing Authority of the City of Rocky Mount staff shall be in compliance with the Personnel Policy of the Housing Authority of the City of Rocky Mount and the Equal Opportunity Plan. All Federal, State and Local housing laws will be followed and the Housing Authority will comply with Fair Housing Regulations.

A. PURPOSE OF THE PLAN

The Overall plan for the Section 8 Housing Choice Voucher Program is designed to achieve four major objectives:

1. To provide improved living conditions for extremely low and very low income families while maintaining their rent payments at an affordable level.
2. To promote freedom of housing choice and spatial deconcentration of lower income and minority families.
3. To promote decent, safe and sanitary housing for eligible participants.
4. To provide an incentive to private property owners to rent to lower income families by offering timely assistance payments.

The purpose of the Administration Plan is to establish policies to be used in the administration of the Section 8 Program.

The Plan covers both admissions and continued participation in the Section 8 Program Policies is the same for all Section 8 Programs, unless otherwise noted.

The Administration Plan and all revisions must be adapted and approved by the Board of Commissioners of the Housing Authority of the City of Rocky Mount, (Herein after referred to as RMHA). RMHA must provide a copy of the plan to the Department of Housing and Urban Development (Herein referred to as HUD). RMHA is responsible for complying with all subsequent changes in the HUD regulations pertaining to these programs. If such changes conflict with the Plan, **HUD Regulations will have precedence.**

B. FAIR HOUSING POLICY

It is the policy of RMHA 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.

Specifically, RMHA shall not because of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status or disability, deny and family or individual the opportunity to apply for or receive assistance under HUD's Housing Choice Voucher or Section 8 New Construction Programs, within the requirements and regulations of HUD's regulations.

To further its commitment to full compliance with applicable Civil Rights Laws, RMHA will provide Federal, State and Local information to Voucher holders regarding discrimination and any recourse available to them should they feel they have been the victim of discrimination. Such information will be made available during the family briefing session and applicable Fair Housing Information and Discrimination Complaint Forms will be made part of the Voucher Packets.

The RMHA subscribes to HUD's "open housing" policy and as such, will maintain a list of available housing submitted by owners in all neighborhoods within RMHA's jurisdiction to ensure greater housing choices and mobility to low-income households.

RMHA will review its Equal Opportunity Housing Plan periodically to ensure compliance.

C. PRIVACY RIGHTS

Applicants will be required to sign form HUD-9886, Authorization for the Release of Information privacy Act Notice, in conjunction with the HUD 50058 Form, which states under what conditions HUD will release tenant and Owner information. RMHA policy regarding release of information is:

To release pertinent client information only in accordance with the signed “blanket” release on the application form.

To release information on amounts owed to RMHA for claims paid and not reimbursed by the client where there is no current repayment agreement in effect.

To release information on amounts owed to RMHA for prior overpayment of assistance where there is no current Repayment Agreement in effect.

To furnish prospective owners with information that concern past behavior by family members as occupants of assisted or unassisted housing.

To release information in accordance with the Personnel Policy,

D. STATEMENT OF LOCAL OBJECTIVES

The Section 8 Department of RMHA is charged with meeting these objectives through housing assistance programs available for HUD.

There is a great need for low-income housing assistance within the jurisdiction of RMHA, as is evident by the waiting list for various housing programs.

There is a need for available quality housing units for program participants. There is not a substantial amount of affordable housing for low-income participants within RMHA’s jurisdiction.

We have established realistic and attainable goals and have given considerable thought to the numbers of families who can be expected to need and want to move to better housing. We have given special consideration to the likely availability of existing housing and have tried to set realistic number based on need.

The RMHA staff approach the administration of the program with a positive attitude.

The plan is to achieve the attainable goals in the simplest manner possible, as inexpensively as possible, while complying with the Section 8 requirements and regulations.

E. RULES AND REGULATIONS

Regulations relating to the Section 8 Housing Choice Voucher Program and Public Housing Programs can be found in the Code of Federal Regulations (CFR). All issues not addressed in this Administration Plan, relate to residents and participants are governed by HUD Handbook 7420.3, Title 23 of the CFR, Parts 5 through 1699, HUD Memos and Notices and Guidelines and/or other applicable laws.

F. REFERENCES

The Housing Authority or the City of Rocky Mount is referred to as "RMHA" and the Department of Housing and Urban Development is referred to as "HUD" throughout this document.

II. ABOUT THE AUTHORITY

The Rocky Mount Housing Authority (RMHA) was established in 1951 and applied for 375 Conventional Public Housing Units. In 1954, 320 Public Housing Units were built by the RMHA, 110 units at West End Terrace and 210 units at Weeks Armstrong Homes. In 1958 the RMHA added another 100 Public Housing units at West End Terrace and 100 at Weeks Armstrong. In 1971 the MRHA added 198 Public Housing units at scattered sites. In 1985, an additional 50 Public Housing units were built at a site five miles from the city. Today the RMHA owns and operates a total of 712 conventional Public Housing Units including two (2) Day Care Centers and one (1) Neighborhood Intervention Center in Nash and Edgecombe Counties, as the City of Rocky Mount is located on a dividing line.

The RMHA established the Section 8 Department with the construction of the M.S. Hayworth Complex in May 1979. This complex was built under the Section 8 New Construction for the Elderly and Disabled. The RMHA received its first approved Annual Contributions Contract in 1984 under the Section 8 Existing Housing Assistance Payment Program. The RMHA administers the:

Conventional Public Housing

Section 8 Housing Choice Vouchers

Section 8 New Construction - Elderly/Disabled/Handicapped

Section HCV Homeownership Program

A. ORGANIZATIONAL SET-UP

The Section 8 Department is located in the **Housing Authority of the City of Rocky Mount** office building at West End Terrace Office, 1006 Aycock Street in Nash County.

This department is responsible for the operation of the:

Section 8 Housing Choice Voucher Program

Section 8 New Construction - Elderly/Disabled/Handicapped

Section HCV Homeownership Program

The Director of Section 8 Management is responsible for administration of the program and the staff. The Director reports directly to the Executive Director.

The organization of our department is as follows:

The Section 8 Department is responsible for the Section 8 activities from voucher issuance through termination, including inspections.

The position titles of staff members who are responsible for the implementation of the program may include:

Staff and duties of the Section 8 Department are as follows:

1. Director

The Director will plan, direct and control the work of the Section 8 Department in administering the Section 8 Existing Housing Choice Voucher Program in accordance with HUD Federal, State, Local and RMHA regulations.

2. Housing Specialist

The Housing Specialist is responsible for the certification, recertification, and all other occupancy activities for all Section 8 Housing Programs. The Housing Specialist will assist in the inspections of all Section 8 housing units to insure that all units are in compliance with HUD and RMHA housing quality standard requirement. The Housing Specialist will assist in acting as a liaison between Section 8 Participants and Landlords.

3. Housing Inspector

The Housing Inspector will inspect all Section 8 housing units to insure that all units are in compliance with HUD and RMHA quality standard requirements. The Housing Inspector will assist in acting as a liaison between Section 8 Participants and landlords.

B. DESCRIPTION OF PROGRAMS OFFERED

The RMHA operates the following programs:

Conventional Public Housing -RMHA owns, manages and maintains 712 affordable housing units for low and moderate-income families.

SECTION 8 HOUSING ASSISTANCE PROGRAM

Section 8 New Construction M.S. Hayworth Complex for the Elderly/Disabled/Handicapped - The RMHA owns, manages and maintains 40 affordable: 1 bedroom apartments for the low and moderate income, elderly/disabled/handicapped, located at 931 Tessie Street. The amount of the residents rent is based on the amount of income, as with Section 8 Existing Housing Assistance Program.

Housing Choice Voucher Program (HC Voucher) - The RMHA provides rental assistance to lower income families to rent units on the private market: RMHA pays rent of the owners on behalf of the families. The rent must be reasonable and affordable for the families. The amount of assistance under the HC Voucher is based on the payment standard for the bedroom size the family qualified for.

Section 8 HCV Homeownership Program – provides Mortgage Assistance to voucher holders who have been under the program for at least one year for up to 15 years.

For SSA/SSI recipients, assistance would be for as long as the need the assistance. The amount of assistance is based on the family's income.

Section 8 Project Based Project Program – The project-based voucher (PBV) program allows PHA's that already administer a tenant-based voucher program. The exception will be that the assistance will be tied to unit rather than the tenant.

III. OUTREACH PROCEDURES

FAMILY OUTREACH

The RMHA continues to publicize and disseminate information, as needed concerning the availability and nature of housing assistance for very low-income families. If additional units are obtained from the Annual Contribution Contract, the RMHA will make it known to the public through publications in a newspaper of general circulation, and other suitable means.

Notice Requirement

The Notice must

- 1 Advise the public that applications will be taken at a designated place, date and time.
- 2 Contain a brief description of the Section 8 Program.
- 3 State residents/applicants for conventional/Public Housing must specifically apply for the Section 8 Program and doing so will not lose their place on the Public Housing waiting list;

To reach persons who cannot read, the RMHA will distribute Notices to Community Service Personnel, and have Public Services Announcements made.

The RMHA speaks periodically with owners to generate interest in making dwellings units available for leasing by eligible families in accordance with the Equal Opportunity Housing Plan. The RMHA will continue to welcome participation of owners of decent safe and sanitary housing units.

- 1 The Section 8 Staff of RMHA continue to make personal contact with private owners, property managers, and real estate agencies in the form of meeting, formal/informal conversations and discussion to insure access to all types of rental units.
- 2 The RMHA has a Landlord information Package that explains and identifies the opportunities under the program.
- 3 The RMHA maintains a list of interested Landlords and their available property. This information is made available to all prospective residents.

IV. ELIGIBILITY FOR ADMISSION

To be eligible for admission, an applicant must meet HUD's criteria for eligibility determination, as well as any additional criteria established by RMHA.

HUD has five factors for eligibility

1. Family Composition
2. Income Limits
3. Provision of Social Security Numbers
4. Applicant must furnish evidence of Citizenship or Eligible Immigrant Status
5. Other criteria for admission, which relates to prior History on RMHA Programs as defined in Section IV (D).

The families' initial eligibility for placement on the waiting will be made in accordance with the following factors and will be re-verified when they are selected from the application pool for certification or Voucher (verification must not be over 60 days old).

A. FAMILY COMPOSITION

The applicant must qualify as a family. The term "family" includes, but it not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

Sexual Orientation – means homosexuality, heterosexuality or bisexuality.

Gender Identity – means actual or perceived gender-related characteristics.

Family – A person or group of persons as determined by the PHA consistent with 24CFR 5.403, approved to reside in a unit together with assistance under the program, but is not limited to:

1. **A family** with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size).
2. **An Elderly family;** includes a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age; two or more persons at least 62 years of age living together; one or more persons at least 62 years of age living with one or more live-in aides.

3. **A Near Elderly Family** includes a family whose head (including co-head, spouse or sole members is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together, or one or more person who are at least 50 years of age but below the age of 62; one or more person at least 50 years of age, but below the age of 62 living with one or more live-in aides.
4. **A Disabled Family** includes a family whose head (including co-head), spouse or sole member is a person with a disability; two or more persons with disabilities living together; one or more persons with disabilities living with one or more live-in aides.
5. **A Displaced Family** includes a family in which each member or sole member is a person displaced by government action, a person whose dwelling has been damaged or destroyed by a formally recognized disaster.
6. The remaining member of a tenant family
7. **A Single Person** who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person, or a Single Person who is not an elderly or displaced person, or a person with disabilities or the remaining member of a tenant family.
8. A Pregnant, single woman with no other children will qualify for assistance as a two-person family. She will be listed on the waiting list and qualifies for admission into housing unless she aborts or miscarries prior to Voucher issuance. Ince she is admitted as a single pregnant woman, she will be considered the remaining member of a resident family if she aborts or miscarries.
9. If the applicant is a students and is enrolled at an institution of higher education, is under the age of 24, is not a veteran, unmarried and does not have a dependent child, is individually ineligible for Housing Choice Voucher Program assistance, or the student's parents are, individually or jointly, ineligible for assistance, no Housing Choice Voucher Program assistance can be provided to the student. Unless the student is determined independent from his or her parents, the eligibility of a student seeking Housing Choice Voucher Program assistance will be based on both the student and the parents being determined income eligible for Housing Choice Voucher Program assistance.

Head of Household

The head of household is the person who assumes legal, moral, and financial responsibility for the household and is listed on the application as the head. A family may not designate a family as head of household to solely qualify the family as an Elderly Household.

Live-In Attendants

A family may include a live-in attendant who:

Has been determined by the Housing Authority to be essential to the care and well-being of the Elderly and the Disabled family member; and

Is not obligated for the support of the elderly, disabled member(s); and

Would not be living in the unit except to provide care of the elderly or disabled family member; and

Whose income will not be counted for the purposes of determining eligibility or rent; and

Who may not be considered the remaining member of the resident family.

Relatives are not automatically excluded from being care attendants, but must meet the definition description above.

Live-in attendants cannot be the remaining members of the resident family if the person they are attending is no longer a participant on the Section 8 Existing Housing Program.

To determine whether a live-in attendant is "essential to the care and well-being of the elderly, handicapped, or disabled person", the RMHA will send a third party verification to a reliable medical source familiar with the applicant. The letter will request exact information on the services the live-in attendant needs to provide to make the live-in attendant essential and why the live-in attendant is needed.

B. INCOME LIMITS

Annual Income must not exceed the very Low-Income Limit as established by HUD and published in the Federal register.

Exceptions: A low-income family that is continuously assisted.

1. A low-income family that is physically displaced by rental rehabilitation.
2. A low-income non-purchasing family residing in HOPE I or HOPE 2 development.
3. A low-income non-purchasing family residing in a development subject to a home counseling program.
4. A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination or a mortgage insurance contract.
5. A low-income family residing in a HUD owned multi-family rental housing project when HUD sells, forecloses, or demolishes the project.

Mandatory Insurance Contract

Families/Residents of low-income housing must provide social security numbers assigned to the applicant and each member of the household and must provide documentation to verify each social security number (SSN).

Applicants and participants who cannot immediately provide verification of social security numbers must submit certification that they cannot be provided. The applicant or participants then has ninety-(90) days from the effective date of the Housing Assistance Payment (HAP) Contract. One additional 90-day extension may be added, if the applicant's failure to meet the first timeline was outside his or her control.

RMHA must deny assistance to any applicant or terminate any family participant if they do not meet the social security disclosure, verification, and certification requirement.

C. OTHER CRITERIA FOR ADMISSION

Other criteria must be met for the applicant to be eligible for assistance under RMHA Section 8 Program.

1. Admission to units available before October 1, 1982. Section 16(A) of the 1936 Act (42 U.S.C. 1437n) provides that not more than 25 percent of the dwelling units that were available for occupancy under the Section 8 HAP contracts before October 1, 1981 and that are leased on or after that date shall be available for leasing by Lower Income Families other than Very Low-Income Families.
2. Admission to units available for occupancy on or after October 1, 1981 is limited to the Very Low-Income Families.
3. Family must have paid or made arrangements to pay any outstanding debt owed RMHA or another PHA on previous residency for Public Housing or Section 8 Programs. Failure to honor the repayment will cause the applicant to be ineligible for assistance.
4. Family must have left any other previous tenancy under the Section 8 Program without being in violation of any family obligation under its Housing Voucher.
5. Family must not engage in drug-related criminal activity, including criminal activity by any family member.

Drug-related activity means:

- a. The felonious (criminal activity classified as a felony under Federal, State, or Local Law) manufacture, sale, or distribute, or the possession with the intent to manufacture, sell, or distribute, a controlled substance (as defined in the Controlled Substance Act);
- b. The felonious use or possession (other than with the intent to manufacture, sell or distribute). of a controlled substance except that such felonious use or possession must have occurred one year before the date that the RMHA provides notice to the applicant or participant of RMHA's determination to deny admission or terminate assistance.

Drug related criminal activity does not include the use or possession, if the family member can demonstrate that he/she:

- a. Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and
- b. Has recovered from such addiction and does not currently use or possess controlled substances.

Violent criminal activity includes any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

For the purpose of this policy, this is construed to mean that if a member or the current family has been arrested at least twice within a 12-month period or convicted within the prior sixty (60) months for this purpose, they will be determined to have engaged in drug related criminal activity or violent criminal activity. RMHA will not be obligated to ferret out information concerning a family's criminal activities as part of processing an application for assistance. Initial screening will be limited to routine inquiries, or the family and any other information provided to RMHA regarding this matter. The inquiries will be standardized and directed to all applicants by the inclusion of the inquiry on the application form.

Families that have been evicted from Public Housing or by Section 8 owners for engaging in these activities will be denied admission (including but not limited to Public Housing and housing subsidized under the Section 8 Voucher or Moderate Rehabilitation program).

D. SUITABILITY FOR RESIDENTS IN THE SECTION 8 PROGRAM

RMHA does not screen for factors, which relate to the suitability of the applicant as tenants. Such factors include (but are not limited to) prior rent paying history, outstanding debts owed to previous owners (unless owed to RMHA), history to damage of rental property, police record, employment, etc. with the exception to the denial of admission regarding drugs and criminal activity cited in C (Other Criteria for Admission).

V. APPLYING FOR ADMISSION

A. HOW TO APPLY

Families wishing to apply for any RMHA Program will be required to complete an online application for housing assistance. Applications will be accepted online at www.rmha.housingmanager.com or www.r-ha.org.

Date and Time that Applications will be taken will be electronically posted once the application is completed and submitted online.

Applications are taken to compile a waiting list. Due to the demand for housing in the Rocky Mount Housing Authority jurisdiction, the Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Housing Authority will verify the information. The completed application will be dated and time stamped electronically upon the completion and submission of the online application to Rocky Mount Housing Authority.

RMHA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to receive a Voucher with (12) months.

Reopening of the waiting list will be done in accordance to the HUD requirements as outlines in 24 CFR, or any waiver that HUD may have granted for special allocation through memorandum and Notice from the HUD Central Office.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Rocky Mount Housing Authority to make special arrangements.

The application process will involve two phases. The first phase is the initial application for housing or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Pre-applications do not require an interview, but full applications do.

B. GROUNDS FOR DENIAL OF ADMISSION

In accordance with 24 CFR, the RMHA is not required to assist families who:

1. Currently owe rent or other amounts to the RMHA or any other PHA;
2. Breached an agreement to repay monies owed the RMHA;
3. Previously violated the family obligations listed in 24 CFR 882.218 or Housing Voucher, including the denial of admission for drug related activity as described in Section IV (D);
4. Committed fraud in connection with any federal housing assistance program;
5. Did not provide information required within the timeframes specified;
6. Engaged in drug related criminal activity or violent criminal activity by any family member.

If the applicant is denied admission, they are eligible to reapply for the program. They will be placed on the waiting list in comparison to other applicants.

C. MAINTAINING/UPDATING THE WAITING LIST

After preliminary eligibility determination has been made, applicants are placed on the appropriate waiting list. RMHA will maintain an accurate waiting list, which conforms to HUD requirements.

The Housing Authority will periodically update the waiting list to ensure that it is current and accurate.

RMHA will mail a letter to applicant's last known address, requesting information regarding their continued interest in maintaining a place on the waiting list. If the applicant did not notify RMHA of the move as required, the Housing Authority will not be responsible for the applicant's failure to receive the update request.

D. RIGHT TO INFORMAL REVIEW

Applicants who are denied Section 8 assistance are entitled to an informal review of their application. Households participating in the program have a right to an informal review by an impartial Hearing Officer under certain situations. People are considered "applicants" until there is an effective lease and subsidy contract, at which time they become resident/participants.

Ineligible applicants will be promptly provided with a letter detailing their individual status stating the reason for their ineligibility, and offering them an opportunity for an informal review.

Applicants must submit their request in writing to the RMHA within ten (10) working days from the date of the determination.

VI. ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

A. APPLICATION POOL

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

1. The application will be a permanent file.
2. All applications must meet the Very Low-Income eligibility requirements as established by HUD. Any exceptions to these requirements must have been previously approved by the HUD field office.

The following families will not be considered part of the waiting list and will be treated under the "Transfer" section of this plan.

Portability families from another jurisdiction holding a valid Voucher.

Families "targeted" by HUD to receive a special type of Voucher.

Persons on the waiting list are responsible for informing RMHA of any changes in address, income, and family composition.

B. WAITING LIST PREFERENCES

1. Local Preference Categories

Eligibility applicants are entitled to be placed on the Section 8 waiting list and received preference in selection for Voucher of appropriate unit size if they meet certain preference categories.

Families who are made eligible for a preference by Local regulations include:

- a. Families residing in Nash and Edgecombe Counties;
- b. Families displaced by natural disasters as defined by the Federal, State and Local governments or FEMA officials;
- c. Head of household who is 62 or older;
- d. Head of household who is disabled as defined by the American Disability Act (ADA) and or Social Security Administration.

2. Emergency Preference

The RMHA shall grant preferences to families of federally declared disasters who are public housing residents from another jurisdiction and other eligible disaster-affected families who are income eligible. These persons will receive preferences over other waiting list placeholders. This preference will remain in place until the emergency no longer exists.

C. PREFERENCE ELIGIBILITY

NO RANKING WILL BE GIVEN TO THE ABOVE STATED LOCAL PREFERENCE. EACH WILL CARRY EQUAL WEIGHT.

Applicants will be placed on waiting list according to information provided by them as to their qualifications for Local Preference. This preference claim will be verified at the time of preliminary application.

Applicant circumstances may change while awaiting a Voucher offer. These changes may affect entitlement to a preference. Applicants are required to notify RMHA in writing when their circumstances change.

However, to be finally determined eligible, applicants must still meet the preference category cite at the time that a Voucher is expected to be available, and a full application completed. If the applicant's preference cannot be verified, the applicant will be notified of the preference denial and given the opportunity for an informal meeting.

D. ORDER OF SELECTION

Selection must be made sequentially based on:

1. Date and time of application receipt;
2. Local Preference for which family is eligible (Local Preference carries equal weight);
3. Non-preference applicants.

Interviews for completion of a full application are scheduled on this basis.

E. REOPENING THE WAITING LIST

Unless RMHA has enough families on the waiting list for a 12-month period in the Federal Preference category, applications for Local Preference holders must be taken, even though the waiting list is technically closed.

F. MAINTAINING THE WAITING LIST

After the preliminary eligibility determination has been made, applicants are placed on the appropriate waiting list. RMHA will maintain an accurate waiting list, which conforms to HUD requirements.

1. Family Name;
2. Household type (elderly. disabled. family);
3. Date and time pre-application was received;
4. Unit size required;
5. Preference status codes;
6. Racial and ethnic designation of heads of Household.

G. UPDATING THE WAITING LIST

RMHA will periodically update the waiting list to ensure that is current and accurate.

RMHA will mail a letter to applicant's last known address, requesting information regarding their continued interest in maintaining place on the waiting list.

If the applicant did not notify RMHA of the move as required, the Housing Authority will not be responsible for the applicant's failure to receive the update request.

The request letter will include a deadline date **by** which applicants **must** contact RMHA of their continued interest, by mail or in person. If the RMHA fails to receive the applicant's notice by the deadline date, the applicant's name will be removed from the waiting list.

Applicants will be given 10 calendar days to return the notice of continued interest. RMHA does not accept responsibility for mail delays.

H. OFFER OF A VOUCHER

At the briefing interview, RMHA will explain the Voucher Program.

The family will be given 10 calendar days to respond to the letter.

VII. SUBSIDY STANDARDS

A. VOUCHER SIZE ISSUED

The subsidy standard is the criteria established by the RMHA for determining the appropriate number of bedrooms for families of different size and composition.

The appropriate unit size for which the family is eligible must be listed on Form HUD 50058, Certification and Re-certification of Resident Eligibility and for HUD 52646, and Voucher Programs.

There are two standards, one for Voucher size and one for minimal and maximum size unit the family may select.

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

The following factors will be considered in the unit assignment:

1. Number of persons;
2. Relationship of persons;
3. Sex and age of persons;
4. Need to avoid overcrowding, maximize use of space and minimize subsidy costs.

The unit size is designated on the HUD 50058, HUD 52578 and HUD 52646, shall be assigned in accordance with the following criteria:

1. The family will be issued a Voucher for the smallest unit size consistent with program requirements and Housing Quality Standards.
2. The bedroom size assigned should not require more than two persons to occupy the same bedroom.
3. A family that consists of only a pregnant woman must be treated as a two-person family.
4. Persons with verifiable medical need or extenuating circumstances could be provided a larger unit;
5. A child temporarily absent because of placement in foster care is included in determining family size;

6. Live-in attendants will be provided a different bedroom;
7. Space may be provided for a child who is away at school but who lives with the family during school recesses;
8. Space will not be provided for a family member who will be absent most of the time such as a member who is away at military;
9. Units will be assigned so that a minimum of one person will occupy each bedroom;
10. Families will not be required so that a minimum of one person will occupy each bedroom of the Voucher size determination;
11. Persons of opposite sex, other than spouses and young children (under 12 years of age) should not be required to occupy the same bedroom;
12. Children should not share bedroom with parents;
13. For a single person household must either be a zero or a one-bedroom unit (without a live-in aide);
14. For a single person not disabled or elderly or a remaining family member, exception may not override the limitation that a single person must be either a zero or one-bedroom.

These guidelines shall be used in determining Voucher size:

Voucher Size	Minimum Number of Persons in Household	Maximum Number of Persons in Household
0 bedroom	1	2
1 bedroom	1	2
2 bedroom	2	4
3 bedroom	3	6
4 bedroom	6	8
5-6 bedroom	8	10-12

RMHA may grant exceptions from the established unit size standards.

- a. Exceptions to unit size standards may be granted to allow the assignments of a larger unit size than specified in the standards if warranted by the following conditions affecting family members:
 - (1) Age;
 - (2) Sex;
 - (3) Health;
 - (4) Disability;
 - (5) Relationship of family members, and other personal circumstances.
- b. The necessity for an exception to unit size standards must be verified and documented.
- c. The granting of an exception shall be at the discretion of RMHA.

B. UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the Voucher. However, the Payment Standard will be based on the actual Voucher size the family is eligible for.

The Utility Allowance will be based on the family voucher size rather than the size of the unit leased with the ability to set a higher amount to provide a reasonable accommodation to the family of a person with disabilities.

Families may select smaller unit sizes than listed on the Voucher if the unit selected has at least one bedroom or living/sleeping room for each two persons in the household. The smaller Payment Standard is used for the Voucher Program.

VIII. INCOME CONSIDERATION AND DETERMINATION OF TOTAL RESIDENT PAYMENT

A. THE TOTAL TENANT PAYMENT

The Total Tenant Payment is calculated in accordance with 24 CFR.

B. A QUALITY CONTROL CHECK

A quality control check is made of at least 5% of all files.

C. DEFINITION OF INCOME

1. Adjustment Income

- a. Adjusted annual income means total annual income minus allowances for dependents, elderly household status, childcare, and medical and disability expenses.

(1) Dependent Allowance

- (a) \$480 for each household member who is under 18 years of age or is over 18 and is a full time student or a person with a disability.

- (b) The head, spouse, foster child, or live-in attendants are never counted as dependents.

- (c) A full-time student is one that has a subject load considered full-time as defined by the educational institution. An educational institution includes a vocational school with a certificate or vocational program, as well as an institution offering a college degree.

- (2) \$400 for any family member in which the head or spouse is at least 62 years of age or a person with a disability. The \$400 is a household allowance - Only one per family, even if both head and spouse are elderly.

VIII. Income Consideration and Determination of Total Resident Payment

(3) Child Care Allowance

Reasonable childcare expenses for the care of children, including foster children, age 12 and younger may be deducted from the annual income if all of the following are true:

- (a) The care is necessary to enable a family member to work further his/her education (academic or vocational), or actively seek employment.
- (b) The amount of expenses incurred does not exceed the amount earned by the family member(s). (Usually, the lesser of the two incomes if both head and spouse work.)
- (c) An individual or agency outside the household does not reimburse the expense.

(4) Allowances for Disability Assistance Expenses

- (a) Families may deduct anticipated expenses for care attendants and auxiliary apparatus, for family members with disabilities if such expenses enable a family member with disabilities to work.
- (b) Exceed 3% of Annual Income.
- (c) Do not exceed the earned income of the household member(s) enabled to work.
- (d) Auxiliary apparatus are items such as wheelchairs, ramps, and adaptations to enable a blind person to read or type and must be directly related to permitting the person with a disability or the other family member to work.

(5) Medical Expenses

The medical expenses deduction is permitted only for households in which the head or spouse is at least 62, or a person with disabilities. Allowable medical expenses are all out-of-pocket expenses anticipated to be incurred during the 12 months following certification/re-certification that is in excess of 3% of annual income such as:

- (a) Services of doctors and health care professionals;
- (b) Services of health care facilities medical insurance premium;

VIII. Income Consideration and Determination of Total Resident Payment

- (c) Prescription/non-prescription medicine;
 - (d) Dental expenses, eyeglasses, hearing aids, batteries;
 - (e) Monthly payments on medical bills;
 - (f) Transportation to treatment;
 - (g) Live-in or periodic medical assistance;
- (6) Households Eligible for Disability and Medical Expenses
- (a) A family having both medical expenses and disability assistance expenses, a special calculation is required.
 - (b) 3% of annual income must first be deducted from the disability assistance expenses then any remainder is deducted from total medical expenses.

2. Annual Income

Annual income is all amounts, monetary or not, which go to or on behalf of the family head or spouse or to any other family member, or

That are anticipated to be received from a source outside the family during the 12-month period following admission or the annual reexamination effective date, and which are not specifically excluded in 24 CFR 5. 605, and also includes amounts derived from assets to which any family member has access.

a. Annual Income includes, but not limited to:

- (1) The full amount. before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash and assets invested in the operation by the family;

VIII. Income Consideration and Determination of Total Resident Payment

- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization capital indebtedness shall not be used in deduction in determining net income. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash and assets invested by the family. Where the family has net family assets in the excess of \$5,000 annual income shall include the greater of the actual income derived from all net family assets or percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability, or death benefits and other types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (except as provided in VIII. B (10) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (Except as provided in VIII. b, (3) of this section);
- (6) Welfare Assistance - If the welfare assistance payment includes an amount specifically designated for shelter and utilities, the amount of welfare assistance income to be included as income shall consist of;
 - (a) The amount of allowance or grant exclusive of the amount specifically designated for the shelter or utilities or;
 - (b) The maximum of the amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare is ratably reduced from the standard need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contribution or gifts received from persons not residing in the unit (Except as provided in VIII, b, (7) of this section);

VIII. Income Consideration and Determination of Total Resident Payment

- (8) All regular pay, special pay and allowance of a member of the armed forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit (Except as provided in VIII, b, (7) of this section).

c. Annual Income DOES NOT include the following:

(Income Exclusions)

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received from care of foster children or foster adults (usually person with disabilities. unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to the family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal losses (may be considered assets);
- (4) Amounts received by the family that are specifically for, or reimbursement of, the cost for medical expenses for any family member;
- (5) Income of live-in aide, defined as a person who lives with an elderly, disabled, or handicapped person(s) and who (a) is determined by the PHA to be essential to the care and well-being of the person(s) (b) is not obligated for the support of the person(s) and would not be living in the unit except to provide necessary supportive services;
- (6) Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;
- (7) The special pay paid to a family member serving in the Armed Forces who is exposed to hostile fire;

VIII. Income Consideration and Determination of Total Resident Payment

- (8) Amounts received under training programs funded by HUD;
- (a) Amounts received by a disabled person that are disregarded for a limited time for the purpose of Supplemental Security Income Eligibility and benefits because they are set aside for use under a Plan to Attain Self-sufficiency (PASS);
 - (b) Amounts received by a participant in other publicly assisted programs which are specifically for or on reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.), and which are made solely to allow participation in specific programs;
 - (c) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhance the quality of life in the development. Services may include but not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.
 - (d) Incremental earning and benefits received by any family members for participating in a qualified state and local employment training programs (including training programs that are not affiliated with a local government) and training a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for a period during which the family member participates in the employment training program.
- (9) Temporary, non-recurring or sporadic income (including gifts).
- (10) Section 103 (A)(1) of the Housing and Community Development Act (HCD Act) of 1992 Amended Section 3(D)(4) of the US Housing Act of 1937 to exclude from the annual income any amounts which would be eligible for exclusion under Section 1613 (a)(7) of the Social Security Act. The amounts referred to are deferred periodic payments received in lump sum or in prospective monthly amounts from Supplemental Security Income (SSI) and Social Security (SSA).

VIII. Income Consideration and Determination of Total Resident Payment

- (11) Amounts specifically excluded by any other Federal statute from consideration as income for the purpose of determining eligibility or benefit under a category of assistance program that includes assistance under any program to which the exclusion set forth in 24CFR 5.609 may apply. A notice will be published in the Federal Register and distributed to PHA's and owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of type of benefits that qualify for federal moderated exclusion;
- (a) The value of allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (U.S.C. 2017(b));
 - (b) Payment to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5004(g), 5058);
 - (c) Payments received under the Alaska Native Claim Settlement Act (43 U.S.C. 1626(a));
 - (d) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian Tribes (25 U.S.C. 459(e));
 - (e) Payments and Allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance program (42 U.S.C. 8624(1));
 - (f) Payments received under programs funded whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));
 - (g) Income derived from the disposition of funds of the Grand River of Ottawa Indians (Pub. L94-540. 90 Stat. 2503-2504);
 - (h) The first \$2000 per capital shares received from a judgment funds awarded the Indian Claims Commission or the Court of Claims (25 U.S.C. 14071408) or funds held in trust for an Indian Tribe by the Secretary of the Interior (25 U.S.C. 117);
 - (i) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965. including awards under the Federal Work-Study program or under the Bureau of Indian Affairs student assistance;
 - (j) Payments received from programs funded under Title V or the older Americans Act of 1965 (42 U.S.C. 6035(f));

VIII. Income Consideration and Determination of Total Resident Payment

- (k) Income of Census takers; and
 - (l) Agent Orange payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other established in the In-Re-Agent Orange product Liability litigation; M.D.L. No. 381 (E.D.N.Y.);
 - (m) Any earned income tax credit;
 - (n) The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for cost incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 985q);
 - (o) For all initial determination and reexaminations of income carried out on or after April 23, 1993, reparations paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era; or
 - (p) If it is not feasible to anticipate a level of income over a 12-month period, the anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period;
 - (q) Any family receiving the reparation payments referred to in paragraph (11)(o) of this section that has been requested to repay assistance under this chapter as a result of receipt of such payments shall not be required to make further repayments on or after April 23, 1993.
- (12) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 - (13) Adoption assistance payments in excess of \$480 per adopted Child;
 - (14) For public housing only: The earning and benefits to any Family member resulting from the participation to any family member resulting from the participation to any family resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or Local law during the exclusive period;

VIII. Income Consideration and Determination of Total Resident Payment

- (15) Amounts received by the family in form of refunds or rebates Under State and local law for property taxes paid on the dwelling unit;
- (16) Amounts paid by a State Agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

D. DEFINITION OF TEMPORARY ABSENT

Families must report in writing to RMHA any absence from the household of more than 30 consecutive days, including information on reason for absence.

“Absence means that no member of the family is residing in the unit”. The family may not be absent from the unit for a period of more than 120 consecutive calendar days for any reason. Housing assistance payments, HAP contract and assisted lease terminate if the family is absent for longer than the 120-day maximum.

If there is a one parent home and the children are taken away from the parent but after counseling the children will be returned, RMHA will try to find out from Social Services how long it will be before the children will be returned. The situation will be reevaluated after 60 days.

The parent will retain his/her eligibility as a remaining member of the family. She/he will have to be issued a different size Voucher. If the children are projected to be out of the home for more than 120 consecutive calendar days from the initial removal date, the Voucher size will be reduced.

If the single parent leaves the household and if another adult is brought in to take care of the children while the parent is away as long as the family continues to meet the definition of family, the family is not terminated. A change in family composition will be made if the stay is longer than the visitor defined in the lease (typically 30 days).

E. AVERAGING INCOME

There are two ways to figure family income when the income is not received for a Full year;

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

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

The RMHA will use the annualizing income method for all families unless the Section 8 Director approves a deviation on the case-by-case basis.

F. MINIMUM INCOME

There is no minimum income requirement, but the staff shall use good interviewing skills to determine if there actually is income, but is not being reported.

Families may not be required to apply for welfare, but it may be suggested to them.

Families who report zero income are required to sign a no income statement every thirty (30) days. (See Zero-Based Income Status page).

G. LUMP SUM RECEIPTS

Lump-sum addition to the family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal property losses are not included in income. Lump sum caused to be delay in processing periodic payments for Social Security or SSI are not counted as income.

The calculations for families who report the lump-sum amount (that is considered income) on a timely basis.

The entire lump-sum payment will be added to the rest of the annual income at the interim; (if the lump-sum is received and reported so that the results are an interim adjustment)

VIII. Income Consideration and Determination of Total Resident Payment

The RMHA will determine the percent of the year the interim represented (3 months would be 25% of the year, leaving 75% balance); At the next annual re-certification, RMHA will take 75% of the lump sum and add to the rest of the annual income;

The lump sum will be used in the same method for any interims, which occur prior to the next annual re-certification;

If the family does not report the lump-sum payment (that is considered income) in a timely manner, RMHA will calculate the lump sum retroactively, going back to the date the lump-sum payment was to be considered, as long as the date is not prior to the program participation.

H. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

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

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

HUD does not specify a minimum threshold for counting assets disposed of for fair market value but allows RMHA to establish a threshold in the Administrative Plan that will enable them to ignore small amounts such as charitable contributions.

RMHA'S minimum threshold for counting assets disposed of for less than fair market value is \$1,000. If the total amount of assets disposed of within a one year period is less than \$1,000, they will not be considered an asset for the next two periods.

If the total amount of assets disposed of within a one-year period is more than \$100, all assets disposed of for less than Fair Market Value will be counted as assets for the two years from the date the asset was disposed of.

Assets less than \$1,000 are not considered. Assets of \$1,000 to assets of \$5,000 use actual income from assets.

Assets from \$5,001 or more use the greater of:

Actual income from Assets

Inputted income from Assets

IX. VERIFICATION PROCEDURES

A. GENERAL POLICY

RMHA verifies family income, family composition, and status of full-time students, value assets, factors allowing preference, and other factors relating to eligibility determination before an applicant is issued a Voucher. Verification of eligibility must be obtained no more than 60 days before initial issuance of a Voucher. For interim and annual re-determination after admission to the program, verifications are valid for 120 days.

B. METHOD OF VERIFICATION

In the order presented, RMHA will attempt to effectuate:

- 1. EIV Verification**
- 2. Third Party Verification**

Verification forms will be sent by mail to the appropriate third party with a request that the form be returned via mail.

In the event that the third party written verification is not returned with a two (2) week period, staff will be advised to note the file accordingly and then proceed with the third-party oral verification.

Oral verification will be effectuated through a phone call to the source or via an "in person" meeting. When a third-party oral verification is used, staff will be required to complete a form noting whom they spoke with, the date of the conversation, and the nature (facts provided) of the conversation.

When RMHA uses oral third-party verification, the staff person will fill a document sheet.

Use of Computer Print Outs or TPQY cards

RMHA may accept all such computer forms as documentation of third party written verification. Such sources and forms may include (but are not limited):

Social Security Administration
Veteran's Administration
Welfare Area/Work First Program
Unemployment Compensation Board

Child Support through Agency Enforcement

3. Review of Documents

In the event neither third party written, nor oral verification is possible, staff will request the applicant/participant to bring in actual documents at the time of application.

All documents, excluding government checks, will be photocopied and retained in the applicant's file.

Where "review of documents" occurs and forms cannot be photocopied, staff viewing documents will be required to complete a Document Sheet.

4. Applicant Certification/Self Declaration(s)

When neither form of third-party verification nor review of documents can effectuate verification, applicants will be required to submit a notarized statement.

Notarized statements are only to be used as a last resort when the other forms of verification are impossible to obtain. A non-notarized resident statement as a form of verification is not acceptable.

Certifications, which do not have to be notarized, include the Certification of the Divestiture of Assets.

No government checks will be photocopied! The Document Sheet form will be used to record the verification.

C. RELEASE OF INFORMATION

At the application stage, families will be asked to sign appropriate verification forms, as well as a blanket authorization. Each member so requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Each and every verification form will contain the appropriate family members' signature as proof of:

Their consent to the "third party" for release of specified information; and Evidence of their understanding of the type/nature of information being sought.

Family refusal to cooperate with the HUD prescribed verification system will result in the termination of the household's application and will result in ineligibility status.

D. COMPUTER VERIFICATION

Where allowed by HUD and/or other state or local agencies, computer watching will be done.

Where computer printouts are a feasible method of verification, those sources will be utilized.

E. PREFERRED FORMS OF VERIFICATION

VERIFICATIONS SHALL BE ATTEMPTED IN THE FOLLOWING ORDER:

- 1) EIV (Enterprise Income Verification) System; EIV is primarily, the information used by PHIs for the following purposes to:
 - a) Confirm name, date of birth and social security numbers;
 - b) Verify reported income sources and amounts;
 - c) Confirm participation in only one HUD rental assistant program;
 - d) Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 Program;
 - e) Follow-up with applicant/resident, other adult household members, or listed emergency contact regarding deceased household members.
- 2) Third Party Written.
- 3) Third Party oral with a record kept in the files.
- 4) Copies of third-party documents provided by the household (i.e. SSA or agency printouts, payment book stubs for medical insurance premiums, etc.).
- 5) In the absence of any of the above, affidavits from the household.

Each file will be documented to show that the RMHA attempted to obtain third-party EIV documentation before relying on some less acceptable form of information.

F. ITEMS TO BE VERIFIED

All income unless specifically excluded by the regulation;

CURRENT ASSETS (for those assets disposed of for less than fair market value in preceding two years, verification will simply be a "self-certification).

FULL TIME STUDENT ("FTS") STATUS (as defined by the institutions for persons carrying the equivalent of what school considers to be full time for "day" students) - includes High School students who are 18 and over.

TOTAL MEDICAL EXPENSES for "elderly" families only whose head or spouse is 62 years of age or older or disabled according to the HUD definition.

CHILD CARE EXPENSES where it allows an adult family member to be gainfully employed.

DISABILITY ASSISTANCE EXPENSES to include only those costs associated with attendant care or auxiliary apparatus, which allows an adult family member to be gainfully employed.

FAMILY REQUESTING A LARGER UNIT THAN APPLICABLE under RMHA's Occupancy Standards only where a family can show a larger unit is needed for "medical purposes" or other extenuating circumstances.

PERSONS REQUESTING "PREFERENCE" STATUS, based upon preferences approved in the applicable policies pertaining to the various programs.

ZERO-INCOME STATUS of household will be verified initially and every 30 days thereafter. Families alleging to have No Income will be required to execute verifications forms to determine that the more obvious forms of income unemployment benefits, AFDC, SSI, etc. are not being received by the household. The responses to these types of sources will then serve as third party Independent verification. Additionally, RMHA may request a credit report on these families to determine if there are any monies being paid on behalf of the household on a regularly reoccurring basis that should be included as income for rent determination purposes.

G. MINIMUM INCOME

There is no income requirement, but the staff should use good interviewing skills to determine whether there actually is income but is not being reported. Families may not be required to apply for welfare, but it may be suggested to them. If the family reports zero income, RMHA will have the family sign a verification form for the welfare department, to verify that no income is being provided. Families with zero income will be required to report to RMHA every thirty (30) days.

H. ACCEPTABLE FORMS OF VERIFICATION

Specific information must be obtained on verifications to verify the Information received by the applicant. The following verification information will be considered acceptable by RMHA in order listed:

Employment Income - any verification form must request the employer to specify the:

1. Frequency of pay.
2. Regular and overtime hours anticipated.
3. Overtime hours from the past twelve months.
4. Total pay anticipated for the next twelve months.
5. Anticipated salary increases.

Acceptable form of verification includes:

1. Employment verification form completed by the employer.
2. Check Stubs or earning statements showing the employee's pay period and frequency of pay.
3. W-2 forms if the applicant has had the same job for at least two years and pay increases can be projected.
4. Notarized statements, affidavits or income tax returns signed by the applicant describing self-employment and amount of income or income from tips and other gratuities.

Social Security (SSA) Supplementary Security Income (SSI), Pensions. Disability Income:

1. Benefit verification form completed by agency providing the benefits.
2. Award or benefit notification letters prepared and signed by the authorized agency. Checks and the deposit slips show only the net amount remaining after deductions and should only be used. Then award letters cannot be obtained.
3. If a local Social Security Administration Office refuses to provide written verification in a timely manner. RMHA may accept a check or automatic deposit slip as interim verification of Social Security or SII benefits as long as any Medicare or State health insurance withholdings are included in Annual Income.

Unemployment Compensation

1. Verification form completed by the Unemployment Compensation agency.
2. Records from the unemployment office stating payment dates and amounts.

Welfare

Verification form completed by the Welfare agency as to type and amount of assistance the family is now receiving and can expect to receive during the next 12 months.

Alimony or Child Support Payments

1. Copy of separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. A letter from a person paying support.
3. Copy of latest check. RMHA must record the date, amount, and number of the check.
4. A notarized statement or affidavit by the applicant of the amount received or that support payments are not being received.

If Payments are Irregular

1. Copy of separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. Statement from agency responsible for enforcing payments to show that the family has filed.
3. A notarized statement or affidavit by the applicant of the amount received.

Earned Income Tax Credit

Earned Income Tax Credit will not be considered as an income per HUD ruling.

Net Income from a Business

The following documents show the income from prior years. RMHA must consult with the resident and use this information to estimate income for the next 12 months.

1. IRS Tax Return. Form 1040. including any;
Schedule C (Small Business)
Schedule E (Rental Property Income)
Schedule F (Farm Income)
2. An accountant's calculations of depreciation expense computed using the straight-line depreciation rules. This is required when accelerated depreciation was used on the tax return or financial statement.
3. Audited or un-audited financial statement of the business.
4. Loan Application listing income derived from the business during the previous 12 months.
5. A notarized statement or affidavit from the applicant as to net income realized from the business during previous years.

For a Child Care Business

Employment verification may be requested. For whatever verification used, the name, address, and phone numbers of the employer should be provided if they work for the same person all year, It must specify the childcare providers name, the name of the adult whose children are being cared for, their address, phone number and the name or names of the children being cared for and the rate of pay, frequency, the estimated yearly amount. The verification must be signed and dated.

Recurring Gifts

1. Notarized statement or affidavit signed by the person providing the assistance. They must give amount, dates and purposes of gifts.
2. Notarized statement or affidavit signed by the applicant that provides the above-required information.

Family Assets

For non-liquid assets, collect enough information to determine the current cash value - the net amount the family would receive if the assets were converted to cash.

1. Verification forms, letters, or documents from a financial institution or broker and etc.
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
3. Real Estate Tax Statements if tax authority uses approximate market value.
4. Stockbroker or realty agency quotes as to the net amount a family would receive if they liquidated securities or real estate.
5. Copies of closing documents showing the selling price, the distribution of the sales proceeds and the net amount to the borrower.
6. Notarized statements or signed affidavits by the applicant describing assets or cash held at the applicant's home or in safety deposit box.

Assets Disposed of for Less Than Fair Market Value

Assets disposed of for less than the FMV during the two years preceding effective date of certification or re-certification.

1. For all certifications and re-certifications. RMHA will obtain the families certification as to whether any member has disposed of assets disposed of for less than FMV; the date of certification or re-certification.
2. If the family certifies that they did dispose of assets for less than fair market value, a certification that shows; all assets disposed of the assets; the amount the family received; and the assets market value at the time of the disposition.

Interest Income and Dividends from Savings Account(s)

1. Statement of Account(s), passbooks, certificates of deposit, etc. if they show enough information and is signed by the financial institution.
2. Quarterly statements from Broker's showing value of stocks and/or bonds and the earnings credited the applicant.
3. An IRS form 1099 may be accepted from a financial institution but must be adjusted to project earnings expected for the next 12 months.

Rental Income from Property Owned by Applicant

1. IRS form 1040 with Schedule E (Rental Income).
2. Copies of the latest rent checks, leases, or utility bills.
3. All documents of the applicant's income and expenses in renting and maintaining the property.
4. Lessee's written statement identifying monthly payments due applicant and applicant's affidavit as to net income being received.

Full-Time Student Status

1. Written verification forms from a school official.
2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

Child Care Expenses

1. Written verification from the person who receives the payments. If the childcare provider is an individual, they must provide their Social Security Number and a statement of the amount they are charging the resident for their services.
2. The verification must specify the childcare provider's name, address, and phone number, the names of the children cared for and the rate of pay, frequency and the estimated yearly amount.
3. Verification by Applicant's as to whether any of the payments for childcare expenses have been or will be reimbursed by outside sources.

Medical Expenses

1. Written verification by a doctor, hospital, or clinic personnel, dentist, pharmacist, etc.
 - a. The estimated medical costs to be incurred by the applicant
 - b. The extent to which those expenses will be reimbursed by the insurance company or a government
2. The insurance companies or employers written confirmation of health insurance premium to be paid by the applicant.
3. Social Security Administrative written confirmation of Medicare premiums to be paid by the applicant over the next 12 months.
4. For attendant care:
 - a. A doctor certification that the assistance of an attendant is medically necessary.
 - b. Written confirmation from the attendant stating the hours of care provided and amount and frequency of payments being received from the family.
 - c. Written certification form the Applicant as to whether any of the payments have been or will be reimbursed by an outside source.
5. Receipts, cancelled checks, or pay stubs that indicate the health insurance premium.

6. Copies of payment agreements with medical facilities or cancelled checks that verify payments made on outstanding medical bills on a regular basis.
7. Receipts or other records of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. RMHA may use this method for general medical expenses such as non-prescription drugs and regular visits to doctors or dentist. Anticipated medical bills will not include one-time, non-recurring expenses from the previous year.

Medical Need for Larger Unit

A reliable medical source must certify in writing that such medical resources are medically necessary.

Assistance to Disabled

1. Attendant Care
 - a. Attendant's written certification as to: amount received from the applicant/resident; frequency of receipt; hours of care provided; or copies of cancelled checks applicant/tenant used to make those payments.
 - b. Certifications required in paragraph B below.
2. Auxiliary Apparatus
 - a. Written certification from a doctor or a Rehabilitation Agency that the disabled person requires the services of an attendant or the use of auxiliary apparatus to permit the disabled person to function independently to enable another family member to be employed or to permit the disabled person to be employed.
 - b. Written certification from the family as to whether they receive reimbursement for any of the expenses in paragraph 1 and 2 above and the amount of any reimbursement.

I. VERIFYING FACTORS OF ELIGIBILITY

The following types of verification will be acceptable as methods to document resident's statements.

Verification for Adults would include one of these forms:

1. Certificate of birth, naturalization papers
2. Legal Driver's License
3. U.S. Military discharge
4. U.S. Passport
5. Voter's registration
6. Health and Human Services ID
7. Social Security ID
8. Department of Motor Vehicles ID

Verification for minors would include one of these forms:

1. Certification of Birth
2. Adoption Papers
3. Custody Papers
4. Health and Human Services ID
5. School Records
6. Department of Motor Vehicles ID
7. Social Security ID

Verification of divorce status would be accomplished by obtaining a copy of the Divorce decree, signed by a court officer.

Verification of separation would be accomplished by obtaining a copy of the Court Order signed by a Court Officer.

Verification of guardianship would be:

1. Court ordered assignment
2. Notarized declaration of parent
3. Verification from Social Service Agency
4. School Records

X. BRIEFING OF FAMILIES AND ISSUANCE OF HOUSING CHOICE VOUCHER

A. BRIEFINGS

1. Purpose of the Briefing

The purpose of the briefings reviews the contents of the Housing Choice Voucher holder's packet with the prospective participants in order to fully inform the participant about the program. This will enable the participant to discuss the program with potential participating owners.

2. Attendance Requirement at Briefing

All families are required to attend the briefing when they are initially issued the voucher. No voucher will be issued unless the family representative has attended the briefing. Failure to attend a scheduled briefing will result in the family's application being returned to the application area.

3. Briefing Format

The Section 8 Staff members handle briefing of Voucher Holders on a group basis. All applicants are interviewed individually after the group briefing to provide personal information and ask questions.

The applicant is provided with a Voucher holders packet containing:

- a. All items required by Section 982.30 1, 982.303 and 982.304 of the regulations;
- b. A current list of landlords or other who may be willing to lease a unit or help a family find a unit that suits their needs including accessible units;
- c. Payment Standards for a Voucher briefing and Housing Assistance Payments;
- d. The HUD brochure, A Good Place to Live and things a family should consider when selecting a unit such as condition, contract rent utility cost and location of unit;

X. Briefing of Families and Issuance of Housing Choice Voucher

- e. Procedures for notifying RMHA of program abuse, such as owners overcharging or requiring side payments and violations of the Housing Quality Standards (HQS);
- f. Requirements of reporting changes to RMHA such as family composition and household income if/when they occur between annual re-certification;
- g. HUD brochure on Lease-Based Paint (LBP)-Protect Your Family Against Lead in Your Home;
- h. Term of Voucher;
- i. Policy on any extension and suspension of term and explanation on how the family can request an extension;
- j. How the RMHA determines maximum rent for an assisted unit;
- k. How\Where family may lease a unit, including an explanation of how portability works;
- l. Request for Tenancy Approval;
- m. HUD Required Lease Addendum;
- n. Statement of RMHA's policy on providing family information to prospective owners;
- o. Copy of the housing discrimination complaint form (HUD 903) with information on how to fill out and file;
- p. Family obligation under the program;
- q. Grounds on which the RMHA may terminate assistance and the RMHA's procedures for informal hearings and how a family may request a hearing.
- r. VAWA (Violence Against Women Act) Form and information.

4. General Policies

In addition to the briefing requirements determined by HUD Regulations, the following shall/may be discussed in the briefing session. Family and Owner responsibilities will be discussed more. Maximum Security Deposit: The amount of the security deposit collected by the owner shall be discussed thoroughly. Collection of the security deposit and the terms provided for the payment of the security deposit shall be between the Owner and Resident.

The condition in the lease under which tenancy may be terminated and the conditions under which assistance may be terminated will be discussed.

5. Section 8 Existing Program Household Obligation

Under the Section 8 Existing Program, the relationship between resident and landlord are the same as in the private housing market. However, once the household receives a Voucher, he/she has the following additional obligations;

Submit proper forms to RMHA within the Voucher period, so that the unit may be approved;

Locate a unit that is the correct size and if a Voucher Holder is within Fair Market Rent (FMR) set by regulations;

Keep appointments with RMHA for determination of continued eligibility and assistance;

Notify RMHA of changes in household composition and household income, in a timely manner;

Notify RMHA before moving from their unit;

And other obligations of the family, as specified under the Termination of Assistance.

6. Owner/Agent Referrals

Housing Choice Voucher holders are supplied at their briefing session with a list of participating Owner/Agents and available units. Additional information and assistance is provided as needed, upon request.

B. SECURITY DEPOSIT REQUIREMENTS

Families are responsible for paying the security deposit;

The owner may collect a security deposit from the family;

The RMHA may prohibit security deposit including the interest on the deposit as reimbursement for any damages to the unit, and/or other amounts the family owes under the lease;

The owner must give the family a list of all items and amounts charged against the security deposit;

After the owner deducts for the reimbursements, he must promptly refund the unused balance of the security deposit to the family. If the security deposit is insufficient to cover the amount the balance the family owes under the lease, the owner may seek to collect the balance from the family.

C. HOUSING CHOICE VOUCHER ISSUANCE

At the close of the briefing session, each household will be issued a Housing Choice Voucher, which is a document between RMHA and the family outlining the family's obligation under the program and authorizes the family to search for eligible housing.

The number of Vouchers issued must be ensured that the RMHA maintain a 100% (or as close as possible) lease-up. The RMHA maintains monthly reports to determine the number of Vouchers issued and to be issued based on a turnover.

1. Expirations

The Voucher is valid for a period of 60 days from the date of issuance. Prior to the expiration date, the family may contact the RMHA to request assistance in locating suitable housing.

The family must submit a request for Tenancy approval within the 60-day period unless an extension has been granted by the program director.

2. Extensions

A family may request an extension of a Voucher time period. All requests for an extension must be received prior to the expiration date of the Voucher. Request may be made in person, by phone, or in writing.

Extensions are permissible at the discretion of the RMHA for three primary reasons:

- a. Extenuating circumstances such as family emergency, or hospitalization for an extended period of time that has affected the family's ability to seek a unit with the initial 60-day time period. Verification is required.
- b. The family has evidence that they have made a consistent effort to locate a unit and have requested support services from the Section 8 Department throughout the initial 60-day time period in locating a suitable unit.
- c. The family has turned in a Request for Tenancy Approval prior to the expiration of the 60-day time period, but the unit has not passed the Housing Quality Standards.

The RMHA extends in one increment at a time of 30 days, not to exceed two increments (60 days). Unless approved by the Director, no more than two extensions will be granted.

D. PORTABILITY OF SECTION 8 HOUSING CHOICE VOUCHER

1. Any family with a Section 8 Housing Choice Voucher who chooses to move to Rocky Mount (Nash or Edgecombe County) shall be provided with housing assistance under the Portability Statute.
2. The RMHA will issue the family a Voucher. The RMHA elects to absorb and provide assistance to the incoming family utilizing funding under RMHA's ACC for its own Housing Choice Voucher Program. If no funding is available for Housing Assistance Payments on behalf of the family on the Monthly basis, the family must wait until a Voucher becomes available.

X. Briefing of Families and Issuance of Housing Choice Voucher

3. Any resident who currently lives in RMHA's Jurisdiction and holds a valid Housing Choice Voucher, who chooses to move shall be provided housing assistance under the Portability Statute. It will be the option of the receiving Housing Authority to either bill the RMHA or provide assistance to the family utilizing funding under the ACC for its own Housing Choice Voucher Program.
4. If a Voucher family of the RMHA's Section 8 Program chooses to move to a jurisdiction under the Portability Statute and there is no Housing Authority to administrator the Section 8 Housing Choice Voucher Program, the RMHA will administer the assistance directly or subcontract with another Housing Authority in the same immediate vicinity.

The family must lease up their voucher in the RMHA's Jurisdiction for twelve months, if neither the head of household nor the spouse of an assisted family already had a "domicile" (legal residence) in the jurisdiction of the RMHA at the time the family first submitted an application for assistance with RMHA or an initial Housing Agency.

The family must be income-eligible in the area where the family leases a unit with assistance in the Voucher Program. The Very Low-Income Limit of receiving Housing Agency is used for these families. The RMHA prohibits more than one move (both within and outside RMHA's jurisdiction) during a one-year period.

XI. LOCATING SUITABLE HOUSING

A. RESPONSIBILITY FOR SUITABLE HOUSING

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

B. ELIGIBLE TYPES OF HOUSING

The following types of housing may be utilized on the Voucher Program:

1. All structure types can be utilized, including but not limited to single family, duplexes, triplex, quadruplex, garden apartments, townhouses and high-rises.
2. Manufactured homes where the resident leases the mobile home and the pad.
3. Manufactured homes where the resident owns the mobile home and lease the pad.
4. A family member cannot be the landlord of a Section 8 household unless the tenant is disabled and requests a reasonable accommodation. A relative by blood or marriage may only be the landlord of a Section 8 Housing Choice Voucher household if the tenant is disabled, they require a specially modified unit, and such a unit only available from a relative. When requesting a reasonable accommodation for this service, the landlord must provide proof that they do not currently live in the unit.

C. REQUEST FOR TENANCY APPROVAL AND LEASE

The Request for Tenancy Approval and a copy of the proposed lease must be submitted prior to the expiration of the Housing Choice Voucher Program unless the Voucher has been extended by RMHA. Both the Owner and Voucher Holder must sign the Request for Tenancy Approval Form.

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

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

XII. HOUSING QUALITY STANDARDS AND INSPECTIONS DETERMINING RENT REASONABLENESS

A. GENERAL PURPOSE

RMHA is required by HUD Regulations to inspect the unit to ensure that it is "decent safe, and sanitary" according to Housing Quality Standards.

No unit will be initially placed on the Section 8 Existing Housing Program unless these standards are met. Units must also meet the Housing Quality Standards as the family leases the unit.

There are four types of inspection the RMHA will perform:

1. Initial (Move-In - before a HAP Contract can be signed)
2. Annual (re-examination - at least annual for each assisted unit)
3. Complaint (When requested by the family or owner)
4. Courtesy (Upon request only)

The Housing Quality Standards established by HUD takes precedence over local housing codes and other pertinent codes.

The Section 8 Department will do inspections and records will be kept on Section 8 Residents Files. The Section 8 Housing Specialist and/or Housing Inspector will provide landlords with detailed list of items that are to be corrected in reasonable period of time. They will monitor the inspection process to ensure that all units meet HQS in a timely manner. All units must comply with HUD's Housing Quality Standards.

All units under the Section 8 Program shall be subject to the Rent Reasonableness test when units are placed under the HAP contract for the first time and also when owners request increases. The purpose of the Rent Reasonableness Test is to ensure that rents paid for units selected for participants in the Section 8 Housing Choice Voucher Program are not excessive. The RMHA must certify and document on a case-by-case basis that the approved rent does not exceed rents charged by the same owner or other in the neighborhood for comparable unassisted units.

B. CLEARING DEFICIENCIES

RMHA will schedule a timely inspection of the unit upon receipt of a Request for Tenancy Approval. The family and the owner will be notified of the results.

If the unit fails the HQS inspection, the family and the owner will be advised to notify RMHA once all repairs are completed. The owner will generally be allowed one re-inspection for repair work to be completed, at the inspector's discretion, depending on the amount and complexity of the work to be done. If the Voucher expires due to work not being completed in a timely manner, the family will have to reapply to be eligible for the program.

If the Voucher has not expired and the time period given by the Inspector to correct the repairs has expired, the family may select another unit.

C. OWNER RESPONSIBILITIES FOR SCREENING RESIDENTS

The owner has the responsibility of screening the family for behavior and suitability for tenancy.

The owner may screen based on a family tenancy history and may consider family a background regarding factors such as:

1. Payment of rent and utility bills;
2. Caring for a unit;
3. Respecting the right of others;
4. Drug related criminal activities or criminal activities that threatens the life, safety or property of others;
5. Compliance with other essential conditions of tenancy.

XIII. TENANCY APPROVAL AND HAP/VOUCHER CONTRACT EXECUTION

A. DOCUMENTS SUBMITTED

RMHA shall require the owner to use a Tenancy approval by RMHA.

The family shall be required to turn in the Request for Tenancy Approval prior to the expiration of the Voucher. If the post office is used, owners must provide their current address of residence or business. Families may not lease property owned by relatives.

B. RENT REASONABLENESS

Negotiating Rent to Owner

The owner and the family are to negotiate the rent to owner. At the family's request, the RMHA must help the family negotiate the rent to owner.

Methodology of Rent Reasonableness

Purpose

The purpose of the Rent Reasonableness test is to assure that:

1. Rents paid for units selected for the Housing Choice Voucher Program are not excessive; and
2. That the program does not have the effect of inflating rents in the community.
3. That proposed rents are in line with HUD's Fair Market Rents/Payment Standards that are designated for the area within the RMHA's jurisdiction.

For every unit in the Housing Choice Voucher Program the RMHA will certify and document that the contract rent charged by the owner is reasonable in relation to rents currently being charged for comparable unassisted units.

Rent reasonableness determinations are made at initial HAP Contract execution and when owner's request annual contract rent adjustments.

Conducting Market Surveys

The RMHA will update the data annually by documenting rental listings in the classified section of the newspaper and by contacting local Realtors and apartment owners by telephone or in writing.

Documenting and Certifying Rent Reasonableness

When RMHA receives a Request for Tenancy Approval or is considering an owner's request for an annual contract rent adjustment, rent reasonableness is documented by completing the Rent Reasonableness form.

The certification process will ensure that the rent for each unit for which the RMHA approves a lease is comparable to units in the private unassisted market; taking into account the location, size, type, quality, amenities, facilities, and management/maintenance services of such unit, as well as, not in excess of rents currently being charged by the owner for comparable unassisted units.

The information used to complete the certification is obtained from RMHA's market survey data or by collecting additional information if comparable data is not available.

If RMHA determines that the proposed rent is reasonable, a copy of the completed Certification will be placed in the file.

On a new lease, if RMHA determines that the proposed rent is reasonable, but the gross rent is higher than the tenant's allowable maximum gross rent, the difference shall be deducted from the owner's requested contract rent. The owner will be notified of the allowed amount and given the option to accept or deny.

On a new lease, if RMHA determines that the proposed rent is not reasonable, the owner will be notified and given the option to accept or deny the determined reasonable rent for the unit. If the owner appeals this decision, they must provide documentation regarding other rents charged for non-assisted units and/or documentation of improvements to the property and/or other related expenses, which could affect the contract rent. If the RMHA can document that their request is reasonable a variance up to \$25.00 may be allowed.

If RMHA determines that the proposed rent is unreasonable and the owner is unwilling to accept a lower rent, the owner will be sent the Notice of Disapproval.

C. TENANCY APPROVAL/DISAPPROVAL

When the RMHA has reviewed the Request for Tenancy Approval, certified and documented rent reasonableness, conducted an inspection and passed the unit, RMHA approves the lease.

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

If the lease does not meet RMHA's requirements, RMHA will explain the problem to the owner and suggest how they may be corrected by the specific date. This period will generally be within 7 working days.

If the proposed Gross Rent exceeds the Rent Reasonableness test, RMHA will discuss the possibility of either reducing the Contract Rent or including some or all the utilities in the Contract Rent with the landlord. If the unit is determined to be reasonable the RMHA may grant an exception rent.

If the owner does not agree on the contract rent after negotiations with the RMHA, the family will be informed that the lease is disapproved. The family should continue to seek eligible housing if their Voucher is still valid.

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

D. EXECUTION OF THE HAP CONTRACT

Prior to execution of the HAP Contract the RMHA will reconfirm the family's composition and information about income and allowances. If significant changes have occurred, the information will be verified, and the total payment will be recalculated.

When the tenancy approval process is completed, RMHA will notify the landlord and Family of the Tenancy Approval or Disapproval.

To prepare the documents, RMHA will compute the total tenant payment, tenant rent, utility reimbursement (if any), and HAP payment.

Once all leasing documents are prepared the RMHA with the Family, Owner/Landlord, and RMHA execute the documents. When all documents are executed the RMHA will send the appropriate copies to each party.

XIV. CALCULATION OF TOTAL TENANT PAYMENT (TTP)

A. TTP CALCULATION FOR RENTAL VOUCHER PROGRAM

In the rental voucher Program the family's subsidy is calculated after the family locates a unit to rent. The estimated or maximum Voucher Subsidy is calculated by subtracting 30% of Monthly Adjusted Income from the Appropriate Payment Standard.

The Appropriate Payment Standard for the family **must** be the **lower** of:

1. The Payment Standard for the family unit size; or
2. The Payment Standard for the unit rented by the family.

In the Voucher Program the family may choose a unit with a rent higher or lower than the Payment Standard (as long as it meets the minimum HA standards). The family's contribution will depend on the rent of the unit which is chosen. If the unit rents are more than the Payment Standard the family will pay more than 30% of the monthly adjusted income, (not to exceed 40%) if it rents for less the family will pay less than 30% of monthly adjusted income, but the family must pay at least 10% of its monthly adjusted income for rent or the RMHA's "minimum rent" (\$50.00).

B. HOUSING ASSISTANCE PAYMENT (HAP)

The Housing Assistance Payment (HAP) is the difference between the approved rent to the owner (contract rent) and the resident's portion of the rent (Tenant Rent).

The RMHA determines the amount of HAP once the family's TTP has been computed and the contract rent is **known**.

C. UTILITY ALLOWANCE

The Section 8 Utility Allowance Schedule is used for the Voucher program.

The Total Tenant Payment is the payment the family makes toward rent and utilities, (Total Tenant Payments (TTP) minus the Utility Allowance equals Tenant Rent).

The Utility Allowance is given as a reduction in the family's portion of the rent to be paid to the owner.

The RMHA will review the Utility Allowance Schedule on an annual basis. If a revision is needed, based on methods required by HUD, the Utility Allowance Schedule will be revised. The allowances are not based on family's actual energy consumption.

Approved Utility Allowance Schedule or schedules will be given to families along with their housing Voucher. The same schedule/or schedules will be used by RMHA to record the actual allowance for the unit the family selects if there are tenants paid utilities.

D. UTILITY REIMBURSEMENT PAYMENTS

Where the utility allowance exceeds the Total Tenant Payment of the family/resident, RMHA will provide a utility Reimbursement Payment to or on behalf of the family each month to the utility company that services that area.

The check will be made out directly to the utility company, with the resident's written permission.

E. MAKING PAYMENTS TO OWNERS

When the HAP Contract is executed, RMHA will begin processing payments to the landlord.

The HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. The RMHA's Financial Department maintains a Rent Roll/HAP Register for the following month, RMHA uses an automated system to generate the HAP payments accurately and in a timely manner.

Checks are disbursed by RMHA Finance Department to the owner each month.

XV. ON-GOING ADMINISTRATIVE RESPONSIBILITIES

A. ANNUAL RECERTIFICATION

RMHA shall re-examine each assisted family at least once every twelve (12) months to determine if the family is eligible for continuing assistance under the Section 8 Program.

The RMHA will maintain a re-examination tracking system and at least 60-90 days in advance of the scheduled re-examination effective date, the head of household will be notified by mail that he/she is required to attend a re-examine interview on a specified date.

RMHA shall re-examine family income, composition, extent of medical or other allowable expenses and re-determine the amount of Tenant Payment (TTP) and the amount of Housing Assistance Payment (HAP) in accordance with the current schedules and criteria established by HUD.

Annual re-examination will be implemented as of the schedule effective date even if the other annual activities are not complete. The RMHA may execute the new HAP contract or amend the current contract to reflect the new Rent to Owners, Tenant Rent, and HAP Payment. The RMHA will, whenever possible, give family's reasonable notice of any rent increase (usually 30 days prior to the first of the month). Families who fail to cooperate with RMHA in providing the necessary information may be terminated from the Section 8 program.

B. ANNUAL HQS INSPECTION

Every unit assisted under the Housing Choice Voucher Program must meet RMHA Housing Quality Inspections (HQS) prior to initial occupancy of the unit and throughout the terms of the HAP Contract. RMHA requires all units to meet Housing Quality Standards (HQS), which are the HUD minimum quality standards for units that receive Assistance under the Section 8 Housing Choice Voucher Program.

This Chapter describes the Housing Authority's Local Inspection Standard policies. It also explains the responsibilities of the owner and family and the consequences of non-compliance with RMHA HQS for both families and owners. The use of the term "HQS" IN THIS administrative Plan refers to the combination of both HUD and Housing Authority requirements.

TYPES OF INSPECTIONS

There are three types of inspections the Housing Authority will perform:

1. ***Initial/Move-In***: Conducted upon receipt of Request for Tenancy Approval (RFTA) form
2. ***Annual/Biennial***: for units that do not qualify for bi-annual inspection, an annual inspection must be conducted within 12 months of the last RMHA inspection. For units that qualify for Biennial inspections an inspection must be conducted with 24 months of the last inspection.
3. ***Quality Control***: RMHA will conduct inspections on a random sample of unit to ensure consistency and accuracy.

All utilities must be in service prior to the effective date of the HAP contract. If the utilities are not in service at the time of inspection, the inspector will schedule a reinspection or accept documentation for the utility companies. The tenant or owner (whoever is responsible for the utilities according to the RFTA) must have them turned on before the effective date of the lease and all verification must be received prior to the start of the lease or the HAP Contract.

If the tenant is responsible for supplying the stove and/or the refrigerator, the Housing Authority will allow the stove and refrigerator to be placed in the unit after the inspection, if after the unit has passed all other inspection criteria, the owner and family certify in writing that the appliances are properly installed in the unit and working. The Housing Authority may conduct a reinspection to verify compliance. All verifying documents must be submitted prior to the effective date of the lease and HAP Contract.

ANNUAL/BIENNIAL INSPECTIONS

The housing Authority conducts an inspection of each unit under HAP Contract biennially for qualifying units and annually for all other units in the Housing Choice Voucher program. RMHA HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the participant is responsible.

The family must allow the Housing Authority to inspect the unit at reasonable times with reasonable notice. RMHA considers reasonable hours to conduct an inspection between business hours Monday through Friday.

The Housing Authority will notify the family and landlord in writing at least ten (10) days prior to the inspection. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within thirty (30) days.

If the family does not contact the Housing Authority to reschedule the inspection, or if the family misses two (2) inspection appointments, the Housing Authority considers the family to have violated a family obligation and their assistance may be terminated in accordance with the termination procedures in "Section XXI. Missed Appointments" of this Administrative Plan.

In the case of Bi-annual Inspections an HQS inspection may be conducted every other year (within a 24-month period), dependent on the following general criteria:

- If the unit successfully passed the prior year's HQS inspection

XV. On-Going Administrative Responsibilities

- If the landlord/and/or tenant has not requested a Special or Emergency HQS inspection to be done by RMHA or its agent since the last required HQS inspection, and
- If there have been no HQS complaints about the unit from the tenant

While the above outlines the general criteria for Biennial Inspections, the RMHA Section 8 HCV Department reserves the right to amend these criteria as the program transitions into actual policy implementation.

For less serious failures, the owner will be allowed to self-certify that the deficiencies listed on the inspection form (HUD 52580 or 52580A) are corrected. HCV owners can submit photos of the corrected HQS deficiencies to RMHA properly thus eliminating the need for RMHA to conduct re-inspections of units. If the deficiency is a life threatening issue and the emergency items are not corrected within the 72 hours, the HAP Contract will be cancelled, and the rent will be abated during the HAP Contract cancellation period.

The new conforming rule does not create any right of the family, or any party other than HUD or the RMHA, to require enforcement of the HQS requirement by HUD or the RMHA or assert any claim against HUD or the RMHA for damage, injunction, or relief, for alleged failure to enforce HQS.

C. ABATEMENT OF HOUSING ASSISTANCE PAYMENT

Landlords who fail to bring units into compliance will compel the RMHA to abate or cancel the Housing Assistance Payment Contract. The owner and the family will receive written notification of the decision and what steps must be taken before Housing Assistance Payment can be resumed.

No retroactive payments will be made to the owner, and the resident is not responsible to the owner for RMHA's portion of the rent that was abated.

If the owner fails to correct all the items cited within the thirty (30) days beginning of the abatement period, the Contract will be terminated. When the HAP Contract is terminated for HQS violations, and termination notice runs out, it cannot be reinstated. If the repairs are done before the effective terminating date, the termination can be rescinded if the resident chooses to do so.

D. RENT INCREASES BY THE OWNER

Owner may not request rent increases in the Voucher Program prior to the first term of the lease. As of the expiration of the first term of the lease, rent increases may be effective with a 60 day, no less than 30-day, notice to the family with a copy to RMHA. A tenant's rent in a Section 8 Property can only be increased once a year and it can only happen on the tenant's re-certification date.

RMHA will advise the family as to whether the rent is reasonable and shall assist in the negotiation of the rent with the owner, if requested by the family.

E. INTERIM ADJUSTMENTS

The Section 8 Department shall adjust a family's rent, if the family's income has decreased to the extent that it presents a hardship. In order for any adjustment to take place the family may report the hardship immediately and provide the necessary documentation to verify the information.

The family must report all changes in the household income and household composition, if the family provides the necessary documentation within 30 days of the reported change, the adjustment in the rent will be made the first month after the day the change was reported. If the family provides documentation after 30 days of the reported change, the change in the rent shall become effective on the first of the following month.

Families with zero income must report to RMHA every 30 days. Failure to report all required changes is cause for termination of assistance.

F. PROCEDURES FOR CONTINUED ASSISTANCE

The following procedure should be followed for families eligible for continued assistance.

1. Family and owner are notified of changes in subsidy and tenant rent.
2. An annual inspection is conducted.
3. The owner's rent is reviewed for rent reasonableness and comparability.
4. Assistance is automatically continued if the family is eligible, unless the HAP Contract or Housing Voucher Contract is terminated or a new lease is offered.
5. Families who wish to move are usually briefed and issued a new Housing Voucher and briefing packet.
6. A new lease and contract are prepared and executed if a family moves.

G. CONTINUED ASSISTANCE WHEN A FAMILY BREAKS UP

The RMHA determines which member continues to receive assistance if the family breaks up.

The following are some factors that will be considered in making the decision:

1. Whether assistance stays with family members remaining in the original assisted unit.
2. Interest of minor children or of ill, elderly, or disabled family members.
3. Family members were forced to leave unit as a result of actual or threatened physical violence against family members by a spouse or other member of household.
4. Past history with family members (problems, reports, etc.)

If the court determines disposition of property between members for assisted family in divorces or separation under a settlement or judicial decree the RMHA will abide by the court's decision.

Continuously Assisted - An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act Program when the family is admitted to the Voucher Program.

XVI. TERMINATION AND FAMILY MOVES

A. FAMILY NOTICE TO MOVE

The family can decide to move to another unit. If the family has not violated their Housing Voucher and does not owe RMHA money, the family must be offered a new voucher to search for another unit.

The families are required to give written thirty (30) day notice to the owner after the first term of the lease in order to be in compliance with the lease. If the family gives notice to the owner, the family must provide a copy of the notice to RMHA. During the first term, families may enter into a mutual rescission of the lease with the owner and be in compliance with the lease.

If the family vacates the unit without proper notice to RMHA, it will be a violation of the family obligation and the family's obligation and assistance will be terminated.

Briefing sessions emphasize the family's responsibility to give the owner and RMHA proper thirty (30) day written notice of any intent to move.

A voucher issued when a family is to move or transfer, will expire sixty (60) days from issuance. There will be no extension.

The RMHA prohibits more than one move (within and outside RMHA's jurisdiction) by the family during a one-year period.

B. FAMILY MISREPRESENTATION

If the family has committed fraud in connection with the Section 8 Existing Housing Program, RMHA may terminate assistance and cancel the contract.

In addition, if the family has misrepresented income, assets or allowances and deductions which would have caused them to pay more. RMHA will make every effort to recover any overpayments made as a result to tenant fraud and abuse.

C. OWNER MISREPRESENTATION/DISAPPROVAL OF OWNER

If the landlord has committed fraud or misrepresentation in connection with the Section 8 Existing Housing Program, RMHA will terminate the contract and review the circumstances and families involvement to determine if the family is eligible to relocate to another unit with continued assistance.

RMHA will make every effort to recover any overpayments made as a result of landlord fraud or abuse.

The RMHA will not approve a unit if notified that the owner is disbarred, suspended, or subject to a limited denial or participation under 24 CFR Part 24.

RMHA will not approve a unit when directed by HUD if Federal Action is pending or government-instituted administration or judicial action against owner for a Fair Housing or other Federal Equal Opportunity requirement violation, or a court or administrative agency had determined that the owner violated Fair Housing or other equal opportunity requirements.

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

1. Owner has committed fraud, bribery, or any other corrupt or criminal act involving any federal housing program.
2. Owner violated owner obligations under Section 8 HAP Contract.
3. Owner engaged in drug trafficking.
4. Owner has a history or practice of noncompliance with HQS under any federal housing program.
5. Owner has a history of renting units that fail State and local housing codes.
6. Owner has not paid State or local real estate taxes, fines or assessments.

D. CHANGE IN OWNERSHIP

RMHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the Recorded Deed showing the transfer of title and the employer identification number of the cooperation or the social security number if the owner is an individual.

RMHA must receive a written request by the owner in order to make changes regarding who is to receive RMHA's rent payment and the address at which payment is to be sent by completing a Transfer of Ownership Form provided by RMHA. If all required information is received RMHA will update its files and records to reflect the new information.

XVII. TERMINATIONS OF ASSISTANCE

A. GENERAL POLICY

Residents who are terminated from the Section 8 Program will receive notice prior to the termination date and have the opportunity for an Informal Hearing. Residents will be terminated from the program for reasons such as but not limited to:

1. Serious or repeated violations of terms and condition of the lease and family obligations.
2. Family fails to comply with regulations requiring verification of all income and assets.
3. Any family member commits fraud, bribery, or another corrupt or criminal act regarding and federal housing program.
4. Family moves with improper notice.
5. Family becomes over income and more than 180 calendar days (6 months) has elapsed since the last HAP payment on their behalf.
6. Families whose appropriate members do not provide their social security information and documentation within the time required and specified by the RMHA.
7. Family is absent for a period of more than 120 consecutive calendar days for any reason.
8. Families who engage in drug-related criminal activity or violent criminal activity, including criminal activity by any family member.
9. Any family member is illegally using a controlled substance.
10. Family defaults in an executed Repayment Agreement by missing two consecutive payments.
11. If the family is a FSS participant and fails to comply without good cause, with the FSS Contract of Participation.
12. Any family member's abuse of alcohol that interferes with the health, safety or right to peaceful enjoyment of the neighborhood.

13. Any family member who engages in threatening, abusive or violent behavior towards personnel of RMHA.
14. Family's failure to submit evidence of citizenship or eligible immigration status with the time required and specified by RMHA (60) days.
15. The RMHA may terminate assistance if the "**preponderance of evidence**" indicates that the family member has engaged in criminal activity regardless of whether the family member has been arrested or convicted. "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.
16. The RMHA may terminate assistance if there is "credible evidence", which is evidence provided by the police and the court system, such as drug raids, drugs found in the dwelling unit, evidence which tied to the activity, arrest warrant issued, etc.

B. FAMILY SELF-SUFFICIENCY PROGRAM (FSS) TERMINATION

RMHA may:

1. Terminate or withhold the Section 8 assistance if the family fails to comply with the requirements of the Contract of Participation, and
2. Terminate or withhold FSS supportive services if the family fails to comply with the requirements of the Contract of Participation.

In any case where RMHA decides to terminate assistance if the family, RMHA must give both the family and the owner a written termination notice states:

1. The reason for the termination;
2. The effective date of the termination;
3. The household's right to request an informal hearing; and
4. The household's responsibility to pay the full rent to owner if it remains in occupancy.

C. ZERO DOLLAR ASSISTANCE

As previously stated, Zero-dollar (\$0) assistance families may remain on the program for 180 calendar days (6 months) from the effective date they went to \$0 assistance.

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

If the family notifies the RMHA that its income has been reduced (or gross rent increases) to the point that the family's TTP no longer covers the gross rent and less than 180 days (6 months) has elapsed since the date of the last HAP payment the RMHA must restart HAP payments.

XVIII. PROCEDURE FOR DAMAGE, VACANCY AND UNPAID RENT CLAIMS

A. FOR HAP CONTRACTS EXECUTED BEFORE 10/25/95

In filing vacancy, damage and unpaid rent claims an owner or agent must follow the procedure as follows:

1. Notify the RMHA immediately to inspect units considered damaged beyond normal wear and tear by the resident. A copy of the inspection results will be sent to the owner or agency. The deadline date for submitting claims will be thirty (30) days from the time the family vacated the unit.

Units must be left untouched and vacated until inspection is complete and all rights are void.

2. Actual bills for repairs, materials and labor must support all claims for damages. Estimates for repairs are not acceptable. The landlord may not bill himself for cost. However, the actual cost of the owner's personnel to make the repairs may be included.
3. As part of the HAP contract, the owner can make special claims for damages; unpaid rent and vacancy loss after the resident has vacated the unit. Vacancy loss cannot be claimed in the Voucher Program.
4. Vacancy loss will not be paid if the resident gave proper notice to move.

Any amount owed by the resident to the owner for unpaid rent or damages will first be deducted from the security deposit, which the owner could have collected under the program rules. The balance will be calculated using HUD Methodology.

Voucher owners may claim up to one month's contract rent minus maximum security deposit for tenant damage and unpaid rent claims but voucher owners cannot claim Vacancy Loss.

Proof of Verification that the owner has attempted to collect any monies directly from the resident must be submitted with the damage/vacancy loss claims.

Landlords are to mail said request for payment by certified mail-Return Receipt Requested to residents last known address.

If the resident does not make the payment to the owner and payment is made to the owner by RMHA the family will be notified of the payment and of the family's responsibility to reimburse RMHA for payments made on their behalf. The family will be informed of the possible effect in transfer and future programs participation if payment is not made to the RMHA.

RMHA may or may not enter into a Repayment Agreement with the family for repayment of the amount owed. Non-payment of monies owed to RMHA may result in termination from the Section 8 Program now and in the future.

B. FOR HAP CONTRACTS EXECUTED POST 10/2/95

1. There is no maximum-security deposit limit. Lease determines security deposit amount as long as the security deposit is not in excess of the private market practice.
2. No special claims but the owner may keep HAP for the month family moves, but no HAP (or vacancy loss) payment after that month.
3. Term of the new lease, in new unit may begin during month family move from the former unit. Overlap in the same month is considered duplicative subsidy.

XIX. COMPLAINTS AND APPEALS

The RMHA will give an applicant the opportunity for an Informal Hearing Review and a participating resident an opportunity for an Informal Hearing in accordance with the following procedures.

A. CONDUCTING THE INFORMAL REVIEW OR INFORMAL HEARING

The informal review or hearing will be conducted by a person or persons designated by the Chief Executive Officer of the RMHA Person(s) conducting the informal review or hearing will not have been involved in the decision concerning the applicant or resident. The family has the right to legal counsel, at their owner's expense.

Request for a review must be made within seven (7) working days of the date of the written notification of denial of assistance.

B. NOTIFICATION

The person(s) who conducts the informal review or hearing shall issue a written decision within **fourteen (14)** working days, stating briefly the reason for the decision. Factual determination relating to the individual circumstances of the applicant or resident shall be based on evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the applicant or resident.

C. INFORMAL REVIEW FOR THE APPLICANT

An applicant shall be given the opportunity to present written objections to the RMHA for the following reasons:

1. I. Denial of participation in the program such as failure to arrange repayment of the claim, false information, or breach of agreement to repay a claim.
2. Denial of issuance of the Section 8 Housing Choice Voucher.
3. Denial of issuance of Housing Choice Voucher because family is lower income, and/or breach of agreement to repay a claim.

Informal Review for applicants will not be given for the following reasons:

1. I. To review discretionary administration determination by the RMHA, or to consider general policy issues or class grievances.
2. To review the RMHA's determination of the number of bedrooms entered on the Housing Choice Voucher under standards established by the RMHA.
3. To review the RMHA's determination that a unit located by a Housing Choice Voucher holder does not comply with the Housing Quality Standards or RMHA's decision not to approve the lease for the unit.
4. To review the RMHA's decisions not to approve a request for an extension of the Housing Choice Voucher term.

D. INFORMAL HEARING FOR THE PARTICIPANT (RESIDENT)

Appeals by residents of RMHA Section 8 Existing Housing Program shall be handled as outlined in the HUD Regulations by informal hearings.

A participating Resident will have the right to an Informal Hearing for the following reasons;

1. Determination of annual or adjusted income to compute HAP.
2. Determination of appropriate utility allowances for tenant-paid utilities for the RMHA utilities allowance schedule.
3. Determination to terminate assistance for participant family because of the family's action or failure to act.
4. Determination of the family size under the RMHA's subsidy standards.
5. Determination that a Voucher family is over-housed or that the family is denied an exception to the subsidy standards.
6. Determination to terminate assistance because the family has been absent from the assisted unit for longer than the HUD rules of RMHA policy shows.

The RMHA and the resident shall be given the opportunity to present evidence and may question a witness. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. Informal Hearings for participating Resident will not be given for the following reasons:

1. To review discretionary Administrative determinations by the RMHA or consider general policy issues or class grievances.
2. To review the RMHA's determination that a unit does not comply with the Housing Quality Standards; that the owner has failed to maintain or operate a contract unit to provide decent, safe and sanitary housing in accordance with the HQS regulations; or that the contract unit is not decent, safe and sanitary.
3. To review a decision by the RMHA to impose sanctions against an owner who is not in compliance with program requirements.
4. RMHA refuses to extend or suspend a Voucher.
5. For establishment of RMHA's utility allowance schedules.

All requests for review, supporting documentation and a copy of the final decision will be retained in the family's file.

For decisions regarding termination of assistance, families must be notified of their right to an informal hearing, in most circumstances and RMHA will conduct the hearing prior to terminating assistance.

RMHA is not bound by hearing decisions:

1. Concerning matters in which RMHA is not required to provide an opportunity for a hearing.
2. Contrary to HUD Regulations or requirements.
3. Contrary to Federal, State and Local Laws.
4. That exceeds the authority of the person conducting the hearing.

XX. RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS

Effective Date: 6/19/95, revised by an interim rule issued 11/29/96, codified in 24 CFR Part 5, Subpart E, and HUD Guidelines 7465.7. Immigration and Naturalization Services (INS) Instruction Manual for SAVE Program.

A. PURPOSE OF THE REGULATION

1. Provide implementation procedures;
2. Ensure only citizens, nationals and certain categories of eligible immigrants are assisted;
3. Preserve family status.

B. FAMILY NOTIFICATION

1. New applicants must be notified when they apply.
2. Applicants already on the waiting list must be notified within a reasonable time period.
3. This rule applies to all assisted families, regardless of any documentation of the person's identity, which may have been previously obtained by the RMHA as a program requirement. (Birth certificate and other forms of identification).

C. ELIGIBILITY FOR ASSISTANCE

To determine the family type and eligibility status of any family, the eligibility of each individual in the family must be established first. Individuals will fall into one of the following categories.

1. Citizen;
2. Eligible immigrants 62 or older, assisted on or before 6/19/95;
3. Other eligible immigrants;
4. Ineligible;
5. Non-citizen students on student VISA

D. HOUSEHOLD CATEGORIES

When the status of each person has been determined, households will fall into one of the following categories:

1. All members are citizens; (Eligible)
2. All members are eligible immigrants; (Eligible)
3. All members are either citizens or eligible immigrants; (mixed family)
4. Some members are eligible and some are ineligible, (mixed family)
5. All members are ineligible immigrants; (Ineligible)

The family determination of household type is based on the following individual determinations.

1. An eligible household will be comprised of citizen(s). or non-citizen(s) with eligible immigrant status;
2. An ineligible household will be comprised of one or more citizen(s), or non-citizen(s) with ineligible immigrant status:
3. Mixed families are comprised of citizen(s) and no-citizen(s) with eligible and ineligible immigrant status

E. VERIFICATION REQUIREMENT

A declaration of citizenship or eligible immigrant status by the person in the household is all required **by law** for:

1. Persons who claim citizenship status by executing a signed declaration (Section 214 Status);
2. Persons 62 or older who claim eligible immigration status and were receiving assistance as of 6/19/95 by executing a signed declaration (verify age);
3. Persons who declare themselves ineligible or **do not contest** eligibility status;

Law requires verification for all non-citizens who claim eligible immigration status;

Non-citizens 62 or over were receiving assistance as of 9/30/96, or who were 62 or over and applied for assistance after 9/30/96, must sign a declaration of eligible immigrant status and provide proof of age document.

F. DOCUMENTATION REQUIRED

RMHA Documents:

1. Declaration of Section 214 Status;
2. Verification Consent Form;
3. Listing of Non-contending Family Member(s);
4. Notice of Section 214 requirements;

Eligible Immigration Documentation (Originals Only/Photocopy Front/Back)

1. Resident Alien Card (I-551)
2. Alien Registration Receipt Card (I-151), does not necessarily mean that immigrants are in the U.S. illegally. INS is requesting that the I-151 be replaced with the I-551 card and some residents have not had their cards replaced yet.
3. Arrival-Departure Records (I-94)
4. Temporary Resident Card
5. Employment Authorization Card (I-588B)
6. Immigration and Naturalization Services (INS) receipt for a replacement card

G. VERIFICATION PROCESS FOR ELIGIBLE IMMIGRANTS

1. Primary verification through INS system
2. Secondary verification through INS Local Offices
3. INS
4. HA Appeal
5. If the family is eligible at any point, STOP and determine family status

H. CALCULATION OF PRORATED ASSISTANCE

The methodology for the prorated assistance depends on the assistance program.

I. SUSPENSION OF ASSISTANCE

The RMHA will suspend assistance for at least 24 months to a family that knowingly permits an ineligible individual to reside on a permanent basis in the family's unit.

XXI. MISSED APPOINTMENTS

An applicant or resident who fails to keep an appointment without notifying the RMHA, shall be sent a notice of termination of assistance for failure to supply such information needed for certification, re-certification, release, and documentations RMHA or HUD determines to be necessary. A resident's failure to allow RMHA to inspect the dwelling unit at reasonable times and after reasonable notice will be grounds for termination.

For most functions an applicant and family will be given two appointments. The RMHA will begin termination procedures if the family does not show up or call to reschedule the appointment(s). The only exception to the two missed appointments will be if the applicant or resident show evidence that the applicant or resident could not have reasonable been expected to attend (in the hospital, death in the family, with documented evidence of such), then a final appointment for the applicable function will be scheduled. No more than three (3) times appointments will be granted.

XXII. REPAYMENT AGREEMENTS

A. REPAYMENT AGREEMENT CONDITIONS

Repayment agreement may be executed with families who owe money to the RMHA. The terms of the agreement will be determined by the family's income and ability to pay.

Tenants are required to reimburse the PHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

- a. Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
- c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family reported income. For example, if the PHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, the PHA is only able determine retroactive rent for the three years for which documentation is available.

if a family refuses to sign a Repayment Agreement, the families Section 8 Assistance may be terminated, RMHA may also consider local prosecution.

B. VIOLATIONS OF FAMILY OBLIGATION OR FRAUD

The decision to allow a family to enter into a Repayment Agreement with the RMHA depends on whether RMHA considers the family in violation fraud or whether the family owes RMHA money for some other reason, such as a claim RMHA paid out.

Ability to move to another unit with continued assistance.

The family will not be issued another Voucher to move to another unit until monies owed RMHA are paid in full.

XXIII. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

A. INITIAL PAYMENT STANDARD

The payment standard is the amount due to calculate the housing assistance a family will receive in the RMHA's Voucher Rental Program.

The payment standard will be initially set by RMHA as the Fair Market Rent in effect at the time the Annual Contributions Contract for the first increment of the Housing Voucher funding is approved by HUD, unless HUD required a lower payment standard at that time.

The payment standard will be 110% to 120% as approved by HUD of the current Fair Market Rent and never less than 80% of the current Fair Market Rent for the appropriate area.

The same Payment Standard, by the bedroom size, will be used for all increments of funding within the Fair Market Rent area.

B. AFFORDABILITY ADJUSTMENTS

Affordability adjustments are made to provide additional housing assistance payment to families to keep rents affordable.

Rocky Mount Housing Authority will review the Payment Standards annually to determine whether an affordability adjustment should be made.

XXV. OPERATING RESERVE

The RMHA will expend its Housing Choice Voucher Operating Reserve funds for other housing purposes consistent with authority under State and local law, provided that the amounts used for other housing purposes are not required for projected Housing Choice Voucher administrative expenses through remaining Annual Contributions Contract (ACC) terms. If the RMHA anticipates that ongoing fees will not be sufficient for ongoing administrative costs through its ACC terms, an appropriate amount will be retained in the Operating Reserve for project administrative costs.

The expenditures for housing purposes of \$1,000 and above must be approved by the RMHA's Board of Commissioners. The Board of Commissioners, as part of the approval of expenditures, will make a determination that the expenditures are necessary and reasonable for other housing purposes consistent with authority under State and local law.

Only special funds will be treated in accordance with their special purpose.

XXVI.APPENDIX

APPENDIX I - INFORMAL REVIEW FOR APPLICANTS

INFORMAL REVIEW FOR APPLICANTS

1. **Notice to Applicant** - The RMHA will give an applicant for participation prompt written notice of a decision denying assistance to the applicant within 30 days. The notice will contain a brief statement of the reasons for the RMHA’s decision. The notice will also state that the applicant may request an informal review of the decision and the notice will describe how to obtain the informal review.
2. **Informal Review Process** - The RMHA will give an applicant an opportunity for an informal review of the RMHA’s decision denying assistance to the applicant. The RMHA review procedures will be as follows:
 - A. The review will be conducted by a person designated by the RMHA, other than a person who made or approved the decision under review or a subordinate of this person.
 - B. The applicant will be given an opportunity to present written or oral objections to the RMHA’s decision.
 - C. The RMHA will notify the applicant of the final decision after the informal review, including a brief statement of the reasons for the final decision.
3. **When Informal Review is not Required** - The RMHA is not required to provide an applicant an opportunity for an informal review for any of the following:
 - A. Discretionary administrative determinations by the RMHA.
 - B. General policy issues or class grievances.
 - C. A determination of the family unit size under the RMHA subsidy standards.
 - D. An RMHA determination not to approve an extension or suspension of voucher term.
 - E. An RMHA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
 - F. An RMHA determination that a unit selected by the applicant is not in compliance with HQS.
 - G. An RMHA determination that the unit is not in accordance with HQS because of the family size or composition.

Appendix I – Informal Review For Applicants

- H. Established by the RMHA schedule of utility allowances for families in the program.

APPENDIX II - INFORMAL HEARING FOR PARTICIPANTS

ROCKY MOUNT HOUSING AUTHORITY

HOUSING ASSISTANCE PAYMENTS PROGRAM

ELIGIBILITY OF HOUSING CHOICE VOUCHER PARTICIPANT FOR REQUESTING AN INFORMAL HEARING

The Housing Assistance Payments Program of the Rocky Mount Housing Authority (RMHA) **MUST** provide an opportunity for an INFORMAL HEARING if requested by the family, to consider whether the following decisions or determinations relating to the individual circumstances of the family are in accordance with the law, the U.S. Department of Housing and Urban Development's regulation and the rules and regulations of the RMHA.

1. *When a Hearing is Required*

- A. The RMHA must give a participant family an opportunity for an informal hearing to consider whether the following RMHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and RMHA policies:
 - i. RMHA's determination of the family's annual or adjusted income, and the use of such income to compute the Housing Assistance Payment.
 - ii. RMHA's determination of the appropriate utility allowance (if any) for tenant-paid utilities from the RMHA utility allowance schedule.
 - iii. RMHA's determination of the family unit size under the RMHA subsidy standards.
 - iv. RMHA's determination that a Housing Choice Voucher program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the RMHA subsidy standards, or the RMHA determination to deny the family's request for an exception from the standards.
 - v. RMHA's determination to terminate assistance for a participant family because of the family's action or failure to act.

- vi. RMHA's determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under RMHA policy and HUD rules.
- B. In the cases described in paragraphs iv., v., and vi. above, the RMHA must give the opportunity for an informal hearing before the RMHA terminates Housing Assistance Payments for the family under an outstanding HAP Contract.

2. *When Hearing is not Required*

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

- A. Discretionary administrative determinations by the RMHA.
- B. General policy issues or class grievance.
- C. Establishment of the RMHA schedule of utility allowances for families in the program.
- D. An RMHA determination not to approve an extension or suspension of a housing choice voucher term.
- E. An RMHA determination not to approve a unit or lease.
- F. An RMHA determination that an assisted unit is not in compliance with HQS. (However, the RMHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.
- G. An RMHA determination that the unit is not in accordance with HQS because of the family size.
- H. A determination to exercise or not to exercise any right or remedy against the owner under an HAP Contract.

3. *Notice to Family*

- A. In cases described in 1.i., ii. and iii., the RMHA shall notify the family that the family may ask for an explanation of the basis of the RMHA's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision. Request for a hearing must be in written form and received within ten (10) days of RMHA Notice to the family.
- B. In cases described in paragraphs 1A, v. and vi. of this section, the RMHA must give the family prompt written notice that the family may request a hearing. The notice must:

- i. Contain a brief statement of reasons for the decision,
- ii. State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
- iii. State the deadline for the family to request an informal hearing.

4. *Expeditious hearing process*

Where a hearing for a participant family is required under this section, the RMHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

5. *Hearing Procedures*

A. *Administrative Plan* - The administrative plan must state the RMHA's procedures for conducting informal hearings for participants.

B. *Discover*

i. *By family* - The family must be given the opportunity to examine before the RMHA hearing any documents that are directly relevant to the hearing. The family must be allowed to copy any such document at the family's expense. If the RMHA does not make the document available for examination on request of the family, the RMHA may not rely on the document at the hearing.

ii. The RMHA hearing procedures may provide that the RMHA must be given the opportunity to examine at RMHA offices before the RMHA hearing any family documents that are directly relevant to the hearing. The RMHA must be allowed to copy any such document at the RMHA expense. If the family does not make the document available for examination on request of the RMHA, the family may not rely on the document at the hearing.

iii. *Documents* - The term "documents" includes records and regulations.

C. *Representation of family*

At its own expense, the family may be represented by a lawyer or other representative.

D. *Hearing Officer. Appointment and authority.*

- i. The hearing may be conducted by any person or persons designated by the RMHA, other than a person who made or approved the decision under review or a subordinate of this person.
 - ii. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the RMHA's hearing procedures.
- E. *Evidence* - The RMHA and the family must be given 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.
- F. *Issuance of decision* - The person who conducts the hearing must issue a written decision, 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. A copy of the hearing decision shall be furnished within 10 days of hearing to the family.

6. *Effect of decision*

The RMHA is not bound by a hearing decision.

- A. Concerning a matter for which the RMHA 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 RMHA's hearing procedures.
- B. Contrary to HUD regulations or requirements, or otherwise contrary to federal, State or local law.
- C. If the RMHA determines that it is not bound by a hearing decision, the RMHA must promptly notify the family of the determination, and of the reasons for the determination.

7. *Restrictions on assistance for non-citizens*

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

APPENDIX III - EQUAL OPPORTUNITY CERTIFICATION

Equal Opportunity Certifications
 Section 8 Certificate Program and
 Section 8 Housing Voucher Program

**U.S. Department of Housing
 and Urban Development**
 Office of Fair Housing
 and Equal Opportunity

The Housing Agency certifies that:

(1) The Housing Agency will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto (24 CFR Part 1) which state that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives financial assistance; and will take any measures necessary to effectuate this agreement.

(2) The Housing Agency will comply with the Fair Housing Act (42 U.S.C. 3601-19) and regulations issued pursuant thereto (24CFR Part 100) which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing.

(3) The Housing Agency will comply with Executive Order 11063 on Equal Opportunity in Housing which prohibits discrimination because of race, color, creed, or national origin in housing and related facilities provided with Federal financial assistance and HUD regulations (24 CFR Part 107).

(4) The Housing Agency will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR Part 8) which state that no otherwise qualified individual with handicaps in the United States shall solely by reason of the handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(5) The Housing Agency will comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 CFR Part 146) which state that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under a program or activity receiving Federal financial assistance.

(6) The Housing Agency will comply with the provisions of Title II of the Americans with Disabilities Act (42 USC 12131) and regulations issued pursuant thereto (28 CFR Part 35) which state that subject to the provisions of Title II, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of a public entity, or be subjected to discrimination by any such entity.

The following provisions apply only to housing assisted with Project-Based Certificates:

(7) The Housing Agency will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1) which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity.

(8) The Housing Agency will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and regulations issued pursuant thereto (24 CFR Part 135), which require that, to the greatest extent feasible, opportunities for training and employment be given to lower-income persons residing within the unit of local government or the metropolitan area (or nonmetropolitan county) in which the project is located.

Name of Housing Agency		Date
Signature of Agency Representative	Title	



form HUD-916 (4/95)
 ref. Handbook 7420 3

- 03388 -

APPENDIX IV - VOUCHER HOLDERS PACKAGE CHECKLIST

ROCKY MOUNT HOUSING AUTHORITY

Voucher Holders Package Checklist

I have received from the Rocky Mount Housing Authority in a Voucher Package during an Orientation Session the following I have checked.

- HAP Contract Sample
- Protect Your Family from Lead in Your Home Booklet
- A Good Place to Live Booklet
- Lead Base Paint Notice
- Notice of Portability
- Explanation of Housing Voucher Program/Portability
- Applicant Resident Certification Form
- Disposition of Assets Form
- PHA Official's Certification Form
- Authorization to Release Information Form
- Unvented Fuel Burning Space Heater Form
- Utility Allowance Sheet
- Public Schools
- Utility Reimbursement Form
- Prohibited Lease Provisions Form
- Request for Tenancy Approval
- Housing Choice Voucher
- Housing Discrimination Complaint Form
- EIV (Enterprise Income Verification)

Applicant Signature

Date

Staff

Date

APPENDIX V - OWNER'S GUIDE

ROCKY MOUNT HOUSING AUTHORITY
HOUSING CHOICE VOUCHER
HOUSING ASSISTANCE PAYMENTS PROGRAM

OWNER’S GUIDE

The Housing Choice Voucher Housing Assistance Payments (HAP) Program is a federally funded program administered by your local Housing Authority (HA); it provides housing assistance to eligible very low income families. The program enables families to obtain decent, safe and sanitary housing by subsidizing a portion of each tenant’s monthly rent and paying it directly to the property owner. Single-family dwellings, apartment buildings, legal accessory apartments, and townhouses/condominiums are eligible. The owner retains the normal management rights and responsibilities including tenant screening and selection, rent collection, property maintenance and lease termination.

WHO PARTICIPATES IN THE HOUSING CHOICE VOUCHER HAP PROGRAM?

The Housing Choice Voucher Program assists very low income households. The Housing Authority selects families who meet income and eligibility requirements. A participating family may choose to remain in its current unit or move to another unit.

HOW IS RENTAL ASSISTANCE PROVIDED?

The Housing Authority calculates the amount of assistance each family receives.

Under the Housing Choice Voucher Program, the maximum subsidy is calculated by subtracting the Payment Standard from 30% of the family’s adjusted income. The minimum rental portion a family will pay under the Voucher Program is 10% of its adjusted gross income.

After the approval of a prospective rental unit, this office will prepare the leasing documents. The landlord and tenant sign the Lease and Lease Addendum. The HA and owner will sign a Housing Assistance Payment (HAP) Contract. Each month the HA will make housing assistance payments directly to the owner. These payments are made as long as the family continues to be eligible and as long as the unit meets program requirements.

SECURITY DEPOSITS

An owner may collect a security deposit in conformance with private market practice and in accordance with the security deposits he/she collects from non-subsidized tenants, not to exceed two month’s contract rent.

When the tenant moves out of the unit, the owner may use the security deposit as reimbursement for any unpaid tenant rent, tenant caused damages or any 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 within thirty days. After deducting the amount, if any, used to reimburse the owner, the owner must refund the full amount of the unused balance to the tenant in accordance with state and local law.

THE LEASE

An initial written lease for a minimum of one year is required. The Rocky Mount Housing Authority uses a standard lease approved by HUD which includes a Lease Addendum that contains mandated HUD language. If the owner uses their own lease it must be approved by the Housing Authority prior to signing. The HUD Lease Addendum takes precedence over the owner’s lease should there be a conflict.

HOUSING CONDITION

All units in the Housing Choice Voucher Program must meet the health, safety, security and occupancy standards of the program and must comply with all local codes and/or ordinances. The unit must pass inspection before the tenant moves in. If the unit fails the initial inspection, the owner has the choice to comply with the repairs or select a non-assisted tenant.

HOUSING AUTHORITY APPROVAL OF HOUSING UNITS

Should you decide to lease your unit to a Housing Choice Voucher participant, the following documents must be submitted to this office:

1. A completed and signed “Request for Tenancy Approval” form. (This form is provided by the HA.)
2. Landlord’s social security or federal identification number.
3. Signed “Housing Choice Voucher Landlord Certification” form provided by the HA.

TENANT RESPONSIBILITIES

The tenant must fulfill family obligations as listed on their Housing Choice Voucher and other RMHA documents.

The tenant must comply with the terms and conditions of the Lease and Lease Addendum.

The tenant is responsible for paying their rental portion each month.

The tenant is responsible for payment of utilities which are not included in the contract rent.

ANNUAL RECERTIFICATIONS, UNIT INSPECTIONS AND LEASE RENEWALS

Tenant Income, Family Composition and On Going Eligibility:

A change in the tenant’s income and/or family circumstances is likely to result in a change in the portion of rent paid by the tenant and by the HA. The owner and tenant will be notified in writing by the HA of the new amounts and the effective date.

Condition of the Property and Level of Maintenance:

The PHA inspects the unit each year to insure that it continues to meet the HUD Housing Quality Standards (HQS). The HA will not continue the contract if the unit does not meet the HQS. These inspections also help you to stay informed about the condition of your property and help prevent deterioration.

The federal regulations prohibit this office from subsidizing any unit that fails inspection. For units under HAP Contract which fail inspection, an owner is provided no more than thirty days to make the necessary repairs and to bring the unit into compliance with Housing Quality Standards. If the unit has not passed the inspection by the deadline date stated in our notice to you, HAP payments will be abated until the repairs are made and/or the HAP Contract will be promptly canceled. If there are extenuating circumstances that prevent you from making the repairs within the time frame allowed, you must request an extension IN WRITING. This office will make a case by case determination regarding the granting of extensions.

Continual HQS violations by the owner are cause for the Housing Authority not to enter into any new contracts with this owner.

Tenants are held accountable for any HQS violations which are the result of tenant damage, due to neglect, use or misuse by themselves, family members and guests. The tenant will be required to make these repairs within 30 days. If the tenant fails to make the repairs, their assistance will be terminated in accordance with federal law. The HAP Contract will be terminated within 30 days’ notice to the landlord. A letter will be sent to you and your tenant pursuant to the housing inspection. This correspondence will itemize tenant and landlord repairs so each party will have a clear idea of which repairs are their responsibility if the owner completes the tenant repairs they have a right to bill the tenant, in writing, for these repairs.

FRAUD PREVENTION AND CONTROL

Incidence of fraud, willful misrepresentation, or intent to deceive with regard to the Housing Choice Voucher HAP Program are criminal acts. It is considered fraudulent for an owner to commit any of the following acts:

1. Requiring extra (“side”) payments in excess of the family’s share of the rent.
2. Collecting assistance payments for units not occupied by Housing Choice Voucher tenants.
3. When the owner resides in the unit being subsidized.
4. Bribing Housing Authority employees and/or contractor of the Authority to certify sub-standard units as standard.

Some examples of fraud involving tenants are:

1. Willful misrepresentation of total family income and/or composition.
2. Sub-leasing the unit to an unassisted person/family.
3. Not using the unit as their full-time residence.

Any landlord or tenant found guilty of fraud will be terminated from the Housing Choice Voucher Program. Tenants and Owners can also be terminated for criminal and drug activity. Owners are encouraged not to condone fraud by their tenants and to enforce the lease by notifying your tenant of any lease violation and the consequence of non-compliance with the lease. Remember, when the Housing Authority terminates the tenant for fraud you will no longer be entitled to Housing Assistance Payments and you will be responsible for evicting the family from your unit.

TENANT SCREENING

It is the responsibility of the owner to select and screen their prospective tenants. To comply with equal housing laws, all tenants should be subject to the same criteria for eligibility. If careful screening is done you are more likely to rent to a tenant who will maintain the unit and pay their portion of the rent.

NON-DISCRIMINATION IN HOUSING

In the selection of tenants, provision of services, or in any other manner, federal law states that an owner may not discriminate against any person because of race, color, religion, sex, handicap, marital status or national origin. Additionally, North Carolina state law prohibits discrimination based on income because the Housing Choice Voucher subsidy is considered a legal source of income.

OUTREACH TO OWNERS

The Housing Authority is always seeking opportunities for housing which are decent, safe and sanitary for our Housing Choice Voucher families, in all areas of Rocky Mount. You are encouraged to list any units you may have for rent by contacting this office. This list of

available units will be provided to eligible families upon their request. The HA is particularly interested in units that may be accessible to the disabled or the handicapped. Please be aware that we will not allow any owners who have committed fraud, bribery or other corrupt or criminal acts to participate in the program.

For more information about the Housing Assistance Payments Program, please contact:

ROCKY MOUNT HOUSING AUTHORITY

HOUSING CHOICE VOUCHER HAP PROGRAM

Rocky Mount Housing Authority

P. O. Box 4717

Rocky Mount, NC 27803-0717

United States of America

**APPENDIX VI - PIH NOTICE 2010-19 -
Administrative Guidance For Effective And Mandated Use
Of The Enterprise Income Verification (EIV) System**

XXIV. Appendix VII – Violence Against Women Act (VAWA) Policy

Violence Against Women Act (VAWA) Policy

Title VI of the VAWA adds a new housing provision that establishes several categories of protected individuals. Under the law victims of domestic violence, dating violence, sexual assault, and stalking are granted protections and cannot be denied or terminated from housing or housing assistance because of activity that is directly related to domestic violence. 2005 VAWA Pub. L. 109-162; Stat. 2960 signed into law on January 5, 2006 and codified at 42 U.S.C. §1437d (l) and 1435f (d), (o) & 1 and (u)

1.0 Purpose

The purpose of this Policy is to reduce domestic violence, dating violence, and stalking and to prevent homelessness by:

- (a) Protecting the safety of victims;
- (b) Creating long-term housing solutions for victims;
- (c) Building collaborations among victim service providers; and
- (d) Assisting RMHA to respond appropriately to the violence while maintaining a safe environment for RMHA, employees, tenants, applicants, Section 8 participants, program participants and others.

The policy will assist the Rocky Mount Housing Authority (RMHA) in providing rights under the Violence Against Women Act (VAWA) to its applicants, public housing residents, Section 8 participants and other program participants.

This Policy is incorporated into RMHA's "Admission and Continued Occupancy Policy" and "Section 8 Administration Plan" and applies to all RMHA housing programs.

2.0 Definitions

The definitions in this Section apply only to this Policy.

- 2.1 **Confidentiality:** Means that RMHA will not enter information provided to RMHA by a victim alleging domestic violence into a shared database or provide this information to any related entity except as stated in 3.4

- 2.2 **Dating Violence:** Violence committed by a person (a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (b) where the existence of such relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship. 42 U.S.C. §1437d (u) (3) (A), § 13925.
- 2.3 **Domestic Violence:** Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, committed by a person with whom the victim shares a child in common, committed by a person who is cohabitating with or has cohabitated with the victim as a spouse, committed by a person similarly situated to a spouse of the victim under the domestic or family violence laws of North Carolina, or committed by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of North Carolina. 42 U.S.C. §1437d (u) (3) (B), § 13925.
- 2.4 **Immediate Family Member:** A spouse, parent, brother or sister, or child of a victim or an individual to whom the victim stands *in loco parentis*; or any other person living in the household of the victim and related to the victim by blood or marriage. 42 U.S.C. § 1437d (u) (3) (D), § 13925.
- 2.5 **Perpetrator:** A person who commits an act of domestic violence, dating domestic violence or stalking against a victim.
- 2.6 **Stalking:** (a) to follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim; (b) to place under surveillance with the intent to kill, injure, harass or intimidate the victim; (c) in the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or (d) to cause substantial emotional harm to the victim, a member of the immediate family of the victim or the spouse or intimate partner of the victim. 42 U.S.C. §1437d (u) (3) (C), § 13925.
- 2.7 **Bona Fide Claim:** A *bonafide* claim of domestic violence, dating violence or stalking must include incidents that meet the terms and conditions in the above definitions.
- 2.8 **Victim:** Is a person who is the victim of domestic violence, dating violence, or stalking under this Policy and who has timely and completely completed the certification under 3.2 and 3.3 or as requested by RMHA.

3.0 Certification and Confidentiality

3.1 Failure to Provide Certification under 3.2 and 3.3

The person claiming protection under VAWA shall provide complete and accurate certifications to RMHA, owner or manager within 14 business days after the party requests in writing that the person completes the certifications. If the person does not provide a complete and accurate certification within the 14 business days, RMHA, owner or manager may take action to deny or terminate participation or tenancy. 42 U.S.C. §14371 (5) & (6); 42 U.S.C. § 1437F(c)(9); 42 U.S.C. §1437f(d)(l)(B)(ii)&(iii); 42 U.S.C. §1437f(o)(7)(C)&(D); or 42 U.S.C. §1437f(o)(20) or for other good cause.

3.2 HUD Approved Certification

For each incident that a person is claiming as abuse, the person shall certify to RMHA, owner or manager their victim status by completing a HUD approved certification form. The person shall certify the date, time and description of the incidents, that the incidents are *bonafide* incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other identification.

3.3 Confirmation of Certification

A person who is claiming victim status shall provide to RMHA, an owner or manager: (a) documentation signed by the victim and an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. §1746) the professional's belief that the incident(s) in question are *bonafide* incidents of abuse; or (b) a federal, state, tribal, territorial, local police or court record.

3.4 Confidentiality

RMHA, the owner and managers shall keep all information provided to RMHA under this Section confidential. RMHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

- (a) The victim request or consents to the disclosure in writing;
- (b) The disclosure is required for:
 - (i) Eviction from public housing under 42 U.S.C. §1437 I (5) & (6) (See Section 4 in this Policy)

- (ii) termination of Section 8 assistance under 42 U.S.C. §1437f(c)(9); 42 U.S.C. §1437f(d)(l)(B)(ii)&(iii); 42 U.S.C. §1437f (o)(7)(C)&(D); or 42 U.S.C. §1437f(o)(20)(See Section 4 in this Policy); or (c) the disclosure is required by applicable law.

4.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy

- 4.1 RMHA shall not deny participation or admission to a program on the basis of a person's abuse status, if the person otherwise qualifies for admission of assistance.
- 4.2 An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be a serious or repeated violation of the lease by the victim and shall not be good cause for denying to a victim admission to a program, terminating Section 8 assistance or occupancy rights, or evicting a tenant.
- 4.3 Criminal activity directly related to domestic violence, dating violence, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of that domestic violence, dating violence or stalking.
- 4.4 Notwithstanding Sections 4.1, 4.2, and 4.2, RMHA, an owner or manager may bifurcate a lease to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. 42 U.S.C. §1437d (l) (6) (B)
- 4.5 Nothing in Sections 4.1, 4.2, and 4.3 shall limit the authority of RMHA, an owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members when the family breaks up.
- 4.6 Nothing in Sections 4.1, 4.2, and 4.3 limits RMHA, an owner or manager's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's household. However RMHA, owner or manager may not hold a victim to a more demanding standard.
- 4.7 Nothing in Sections 4.1, 4.2, and 4.3 limits RMHA, an owner or manager's authority to evict or terminate assistance, or deny admission to a program if the RMHA, owner or manager can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing service to the property or others if the tenant family is not evicted or terminated from assistance or denied admission.

4.8 Nothing in Sections 4.1, 4.2, or 4.3 limits RMHA, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.

4.9 A Section 8 recipient who moves out of an assisted dwelling unit to protect their health or safety and who: (a) is a victim under this Policy; (b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and (c) has complied with all other obligations of the Section 8 program may receive a voucher and move to another Section 8 jurisdiction.

5.0 Actions against a Perpetrator

The RMHA may evict, terminate assistance, deny admission to a program or trespass a perpetrator from its property under this Policy. The victim shall take action to control or prevent the domestic violence, dating violence, or stalking. The action may include but is not limited to: (a) obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator; (b) obtaining and enforcing a trespass against the perpetrator; (c) enforcing RMHA or law enforcement's trespass of the perpetrator; (d) preventing the delivery of the perpetrator's mail to the victim's unit; (e) providing identifying information listed in 3.2; and (f) other reasonable measures.

6.0 RMHA Right to Terminate Housing and Housing Assistance Under this Policy

6.1 Nothing in this Policy will restrict the RMHA, owner or manager's right to terminate tenancy for lease violations by a resident who claims VAWA as a defense if it is determined by the RMHA, owner or manager that such a claim is false.

6.2 Nothing in this Policy will restrict the RMHA right to terminate tenancy if the victim tenant (a) allows a perpetrator to violate a court order relating to the act or acts of violence; or (b) if the victim tenant allows a perpetrator who has been barred from RMHA property to come onto RMHA property including but not limited to the victim's unit or any other area under their control; or (c) if the victim tenant fails to cooperate with an established safety strategy as designed by a local victim support service provider (see 7.2).

6.3 Nothing in this Policy will restrict the RMHA right to terminate housing and housing assistance if the victim tenant who claims as a defense to an eviction or termination action relating to domestic violence has engaged in fraud and abuse against a federal housing program; especially where such fraud and abuse can be shown to have existed before the claim of domestic violence was made. Such fraud and abuse includes but is not limited to unreported income and ongoing boarders and lodgers violations, or damage to property.

7.0 Statements of Responsibility of Tenant Victim, the RMHA to the Victim, and to the Larger Community.

- 7.1 A tenant victim has no less duty and responsibility under the lease to meet and comply with the terms of the lease than any other tenant not making such a claim. Ultimately all tenants must be able to take personal responsibility for themselves and exercise control over their households in order to continue their housing and housing assistance. The RMHA will continue to issue lease violation notices to all residents who violate the lease including those who claim a defense of domestic violence.
- 7.2 RMHA recognizes the pathologic dynamic and cycle of domestic violence and a victim of domestic violence will be referred to local victim support service providers to help victims break the cycle of domestic violence through counseling, referral and development of a safety strategy.
- 7.3 A tenant victim must take personal responsibility for exercising control over their household by accepting assistance and complying with the safety strategy or plan to best of victim's ability and reason under the circumstances. Failure to do this may be seen as other good cause.
- 7.4 All damages including lock changes will be the responsibility of the tenant victim. This is in keeping with other agency policies governing tenant caused damages.

8.0 Notice to Applicants, Participants, Tenants and Section 8 Managers and Owners.

RMHA shall provide notice to applicants, participants, tenants, managers and owners of their rights and obligations under Section 3.4 Confidentiality and Section 4.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy.

- 8.1 If the RMHA, owner or manager knows that an applicant to or participant in a RMHA housing program is the victim of dating violence, domestic violence or stalking, the RMHA, owner or manager shall inform that person of this Policy and the person's rights under it.

9.0 Reporting Requirements

RMHA shall include in its 5-year plan a statement of goals, objectives, policies or programs that will serve the needs of victims. RMHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

10.0 Conflict and Scope

This Policy does not enlarge RMHA's duty under any law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another RMHA policy such as its Statement of Policies or Section 8 Administration Plan, this Policy will control.

11.0 Amendment

The Chief Executive Officer may amend this policy when it is reasonably necessary to effectuate the Policy's intent, purpose or interpretation. The proposed amendment along with the rationale for the amendment shall be submitted to the Chief Executive Officer for consideration. Where reasonably necessary, the Chief Executive Officer may approve the amendment. The amendment shall be effective and incorporated on the date that the Chief Executive Officer signs the amendment.