



Allentown Housing Authority Housing Choice Voucher Program Administrative Plan

Revised Date: 11/14/2024

Approved Date: 08/24/2024

Effective Date: 04/01/2025



Submitted to:

Allentown Housing Authority
1339 W Allen Street
Allentown, PA 18102

Submitted by:

Quadel Consulting and Training, LLC
10 W. Market Street, Suite 750
Indianapolis, IN 46204

Table of Contents

CHAPTER 1- Program Authority and Objectives	13
1.1 Applicable Regulations.....	13
1.2 AHA Mission	13
1.3 Purpose of the Administrative Plan	13
1.4 Approval of Plan and Use of Administrative Fee Reserves.....	14
CHAPTER 2 - General Administrative Provisions and Policies	15
2.1 Confidentiality and Privacy Policy.....	15
2.2 Record Retention Policy.....	15
2.2.1 Records for Environmental Intervention Blood Lead Level.....	15
2.2.2 Upfront Income Verification (UIV) Records.....	16
2.2.3 Criminal Records	16
2.2.4 Medical/Disability Records	16
2.2.5 Violence Against Women’s Act.....	16
CHAPTER 3- General Fair Housing Policies	18
3.1 Nondiscrimination Policy	18
3.2 Complying with Civil Rights Laws	18
3.3 Owner Nondiscrimination Requirements	19
3.4 Family Outreach and Affirmative Marketing	20
3.5 Owner Outreach.....	20
3.6 Language Assistance Plan and Limited English Proficiency Policy.....	21
3.6.1 LEP Options	21
3.7 Reasonable Accommodation Policy.....	21
3.7.1 Legal Authority.....	22
3.7.2 Definition of Disability.....	22
3.7.3 Examples of Reasonable Accommodations	23
3.7.4 Denial and Appeal of Reasonable Accommodation	24
3.8 Live in Aide Policy.....	24

3.9 Physical Impairment Policy	25
3.10 Violence against Women Reauthorization Act Policy (VAWA)	25
3.10.1 Bifurcating the Lease -VAWA	27
CHAPTER 4- Applying to the Program and Waiting List.....	29
4.1 Application Process	29
4.2 Opening and Closing the Waiting List	30
4.3 Maintaining the Waiting List	31
4.4 Updating the Waiting List	31
4.5 Change in Circumstances	32
4.6 Communication and Written Notification	33
4.7 Local Preferences	33
4.8 HUD Targeted Funding Assistance	35
4.9 Continuously Assisted Families	35
4.10 Relocation of Witnesses and Victims of Crime	35
4.11 Income Targeting and Funding Availability Policy	35
4.12 Fungibility	36
4.13 Waiting List Placement	36
4.14 Selection from the Waiting List Notification.....	36
Chapter 5-Initial and Continuing Eligibility	38
5.1 Qualifications for Admission	38
5.1.1 Income Eligibility	38
5.1.2 Social Security Number Disclosure	39
5.1.3 Citizenship Requirements	40
5.2 Family Definition	40
5.2.1 Head of Household	41
5.2.2 Joint Custody	42
5.2.3 Family Break Up	42
5.2.4 Remaining Family Member	43

5.3 Student Head of Household	43
5.4 Guests/Visitors	44
5.5 Eligibility Interview & Oral Briefing	44
5.5.1 Rescheduling the Eligibility Interview	45
5.5.2 Eligibility Notification	45
5.5.3 Oral Briefing	46
5.6 Criminal Background Policy.....	46
5.6.1 Drug Abuse Treatment Information	47
5.7 Duplicative Assistance.....	47
5.8 Absences from the Unit	47
5.8.1 Absent Family Member.....	47
5.8.2 Absence of Entire Family.....	48
5.8.3 Absent Student	48
5.8.4 Absences Due to Placement in Foster Care	49
5.8.5 Caretaker for a Child/Children	49
5.8.6 Absent Head or Spouse Due to Employment	49
5.8.7 Individuals Absent (Confined) for Medical Reasons	49
5.8.8 Visitors.....	50
CHAPTER 6: Tenant Rent and Housing Assistance Payment Calculation	51
6.1 Definition of Income	51
6.1.1 Alimony and Child Support	51
6.1.2 Sporadic income.....	52
6.1.3 Regular Contributions and Gifts.....	52
6.1.4 Incremental Earnings	52
6.2 Earned Income Disallowance (EID) Policy.....	52
6.2.1 Disallowance of Earned Income.....	53
6.3 Business Income.....	53
6.3.1 Business Expansion	54

6.3.2 Capital Indebtedness.....	54
6.3.3 Acceptable Investments.....	54
6.3.4 Co-Owned Businesses	54
6.4 Assets	54
6.4.1 Jointly Owned Assets	55
6.4.2 Disposed Assets.....	55
6.4.3 Checking and Savings Accounts	55
6.4.4 Investments.....	56
6.4.5 Real Property, Personal Property, Other Capital Investments	56
6.4.6 Restrictions based on net assets and property ownership.	56
6.5 Asset Exclusions	57
6.6 Lump Sum Payments.....	58
6.6.1 Prospective Calculation Methodology.....	58
6.6.2 Retroactive Calculation Methodology	58
6.6.3 Attorney Fees.....	59
6.7 Excluded Income	59
6.8 Deductions from Income	62
6.8.1 Health and Medical Expenses	63
6.8.2 Disability Assistance Expenses	63
6.8.3 Both Medical and Disability Expenses	64
6.8.4 Child Care	64
6.9 Anticipating Income	66
6.10 Future Changes	66
6.11 Total Tenant Rent and HAP.....	66
6.11.1 Payment Standards	67
6.11.1.2 Utility Allowances and Utility Reimbursements.....	67
6.11.1.3 Welfare Rent	68
6.12 Minimum Rent and Hardship Exemptions.....	68

CHAPTER 7: Request for Tenancy Approval and Leasing.....	71
7.1 Information to Owners	71
7.2 Allowable Housing Types	71
7.3 Request for Tenancy Approval (RFTA)	72
7.3.1 Tenancy Addendum	73
7.3.2 Dwelling Lease.....	73
7.4 Voucher Term.....	73
7.4.1 Voucher Extensions.....	73
7.4.2 Voucher Suspension.....	74
7.5 Subsidy Standards	74
7.5.1 Subsidy Standards Chart	75
7.5.2 Exceptions to Subsidy Standards	76
7.5.3 Unit Size Selected by Family	76
7.5.4 Under-Housed and Over-Housed Families	76
7.6 Security Deposit	77
7.7 Separate Agreements	77
7.8 Initial Rent Burden	78
7.9 Disapproval of RFTA.....	78
7.10 Owner Disapproval.....	78
CHAPTER 8: Housing Quality Standards and Inspections and Rent Reasonableness	81
8.1 Initial Inspections	82
8.2 Biennial HQS Inspections	83
8.3 Special Inspections.....	83
8.4 Quality Control Inspections.....	83
8.5 Scheduling Inspections and Family Attendance	83
8.5.1 Missed and Rescheduled Inspections	84
8.6 Emergency Inspections and Life-threatening Conditions.....	84
8.6.1 Abatement of HAP	85

8.7 HQS Certifications	86
8.8 Extensions	86
8.9 Family Responsibilities	87
8.10 Owner Responsibilities.....	87
8.10.1 Lead Safe Homes Rule.....	87
8.11 Rent Reasonableness	88
8.11.1 Decreases in the Fair Market Rent:	88
8.11.2 Methodology.....	88
8.12 Remote Video Inspections	89
CHAPTER 9: Housing Assistance Payment Contract	90
9.1 HAP Payments.....	90
9.2 Owner Rent Increases	90
9.3 Unit Ownership Changes.....	91
9.4 HAP Contract Terminations	92
CHAPTER 10: Verifications	94
10.1 Methods of Verification	95
10.1.1 EIV Verification Process	95
10.1.2 Requirements for Non-EIV Verifications.....	95
10.1.3 Third Party Written Verifications.....	96
10.1.4 Third Party Oral Verifications.....	96
10.1.5 Family Self-Certifications	96
10.2 Eligibility Verifications	96
10.3 Legal Identity Verification	97
10.3.1 Student Status Verification	97
10.3.2 Student Head of Households	97
10.3.3 Disabled Status Verification	98
10.4 Verification of Assets	99
10.5 Use of other Federal Means Program Income Determinations	99

CHAPTER 11: Ongoing Program Operations	100
11.1 Annual Re-Certifications	100
11.1.1 Streamlined Income Determinations.....	101
11.2 Interim Reexaminations.....	101
11.2.1 Changes to Household Composition.....	102
11.2.2 Interim Changes Affecting Income or Expenses	103
11.2.3 AHA-Initiated Interim Re-certifications	103
11.2.4 Interim Re-certification Effective Dates.....	104
11.3 Family Moves	104
11.3.1 Denial of Moves	105
11.3.2 Move Process	106
11.3.3 Duplicate Housing Assistance Payments with a Move	106
11.4 Portability.....	107
11.4.1 Outgoing Portability.....	107
11.4.2 Incoming Portables	107
CHAPTER 12: Denial of Assistance to Applicants and Termination of Assistance to Participants	109
12.1 Evidence and Considerations.....	109
12.2 Denial of Assistance	110
12.3 Notice of Denial.....	112
12.4 Denial of Assistance for Noncitizens.....	113
12.5 Grounds for Termination	113
12.6 Termination Notification.....	117
12.7 Removal of a Family Member from the Application	118
12.8 Reasonable Accommodation Related to Denials or Terminations.....	118
12.9 Repayment Agreements	118
CHAPTER 13: Informal Reviews and Informal Hearings	120
13.1 Informal Review Policy.....	120
13.2 Informal Hearing Policy.....	121

13.3 Conducting Informal Hearings	122
13.3.1 Hearing Decision	122
13.3.2 Invalid Decisions.....	122
13.3.3 Rights of the Applicant/Participant and AHA	122
13.3.4 Review/Hearing Process	123
13.3.5 Decisions Not Binding to AHA.....	124
13.3.6 Hearing Provisions for Restrictions on Assistance to Non-Citizens.....	124
13.3.7 Remote Hearings (PIH 2020-32)	125
13.4 USCIS Determination of Ineligibility.....	125
CHAPTER 14: Program Integrity.....	127
14.1 Detecting Errors and Program Abuse	127
14.2 Consideration of Remedies.....	127
14.3 Notice and Effective Dates.....	128
14.4 Family Prohibited Actions	128
14.5 AHA Prohibited Activities.....	129
14.6 Owner Prohibited Activities.....	129
14.6.1 Owner Remedies and Penalties	130
14.6.2 Corrections to Subsidy Payments	130
CHAPTER 15: Project Based Vouchers	132
15.1 Overview	132
15.2 Proposal Selection.....	132
15.2.1 AHA Request for Proposals Method for Rehabilitated and Newly Constructed Units	132
15.2.2 AHA Requests for Proposals for Existing Housing Units	133
15.2.3 AHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program.....	134
15.3 Notice of Owner Selection	136
15.4 Agreement to Enter into HAP Contract	136
15.5 Site Selection Standards.....	136

15.5.1 AHA Owned Units	137
15.5.2 Eligible Units/Cap on PBV Units	137
15.6 Uniform Relocation Act.....	138
15.7 Housing Assistance Payments (HAP) Contracts	138
15.7.1 Term of the HAP Contract.....	138
15.7.2 Extending the HAP Contact	138
15.7.3 Amendments to the HAP Contract	139
15.8 Unit Inspections	139
15.8.1 Lead-based Paint.....	140
15.9 Initial Rent and Rent Increases	140
15.9.1 Initial Rent	140
15.9.2 Rent Increases	140
15.10 Tenant Selection	140
15.11 Unit Moves/Transfers	141
15.11.1 Moves Requested by the Tenant	141
15.11.2 Moves from Excepted Units.....	142
15.12 Vacancy Payments	142
15.13 Reduction in HAP Contract Due to Vacancies.....	143
CHAPTER 16: Rental Assistance Demonstration (RAD) Project Based Voucher Conversions	144
16.1 Overview	144
16.2 Resident Rights.....	144
16.2.1 No Re-screening of Tenants upon Conversion	144
16.2.2 Right to Return.....	144
16.2.3 Renewal of Lease	145
16.2.4 Phase-in of Tenant Rent Increases.....	145
16.2.5 Family Self-Sufficiency	145
16.2.6 Choice-Mobility.....	145
16.2.7 Resident Participation and Funding.....	146

16.3 Waiting List.....	146
16.4 Earned Income Disregard (EID).....	146
16.5 Termination Notification.....	146
16.6 Grievance Process	147
CHAPTER 17: Homeownership.....	148
17.1 Family Eligibility	148
17.2 Selection of Families	149
17.3 Eligible Units.....	149
17.4 Additional AHA Requirements for Search and Purchase.....	150
17.5 Home Inspections, Contract of Sale and Disapproval of Sellers.....	151
17.5.1 Home Inspections	151
17.5.2 Down Payment and Additional Expenses	151
17.5.3 Contract of Sale.....	151
17.6 Financing	152
17.7 Continued Assistance Requirements: Family Obligations	152
17.8 Maximum Term of Homeowner Assistance	153
17.9 Homeownership Assistance Payments and Expenses	153
17.9.1 Homeownership Assistance Payments.....	153
17.9.2 Homeownership Expense Allowances	154
17.10 Portability.....	154
17.11 Moving with Continued Assistance	155
17.12 Denial or Termination of Assistance.....	155
CHAPTER 18 - Family Self-Sufficiency Program	156
18.1 Action Plan	156
18.2 Program Coordinating Committee	156
18.3 Family Selection	157
18.4 Contract of Participation.....	157
18.5 FSS Account.....	159

APPENDIX 1	160
Definitions of Terms.....	160
APPENDIX 2	169



CHAPTER 1- Program Authority and Objectives

Link: [United States Housing Act of 1937](#)

The Allentown Housing Authority (AHA) manages the Housing Choice Voucher (HCV) Program and other housing programs in the geographic area covering the City of Allentown. AHA, through local cooperative agreements with other PHAs, may administer vouchers outside of the city. Through its assisted housing programs, eligible families are provided the opportunity to obtain decent, safe, and sanitary housing.

Administration of AHA's Housing Programs and the functions and responsibilities of AHA staff are in compliance with AHA's policies and procedures, the Department of Housing and Urban Development's (HUD) regulations, and all applicable Federal, State, and local fair housing laws.

1.1 Applicable Regulations

- [24 CFR Part 5](#): General Program Requirements
- [24 CFR Part 8](#): Nondiscrimination
- [24 CFR Part 35](#): Lead Safe Housing
- [24 CFR Part 903](#): Public Housing Agency Plans
- [24 CFR Part 982](#): Section 8 Tenant Based Assistance
- [24 CFR Part 983](#): Project Based Vouchers
- [24 CFR Part 985](#): Section 8 Management Assessment Program
- [24 CFR Part 100](#): Discriminatory Conduct Under the Fair Housing Act

1.2 AHA Mission

The Allentown Housing Authority's housing choice voucher mission is to:

1. Provide decent, safe and sanitary housing at affordable cost to very-low income families;
2. Expand housing opportunities in the private rental market;
3. Encourage self-sufficiency of program participants; and
4. Assure compliance with the HUD regulations, Equal Housing Opportunity requirements, and AHA's policies.

1.3 Purpose of the Administrative Plan

Link: [24 CFR.982.54](#)

The Administrative Plan (Plan) establishes policies for implementation and administration of the Housing Choice Voucher Program administered by the AHA. The Plan covers both admission to and continued participation in the Housing Choice Voucher programs.

Issues not addressed in this document related to applicants, participants and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD guidance, or other applicable law. AHA uses operational procedures to carry out its policies. When circumstances arise and are not addressed by provisions in this Plan, they will be reviewed on a case-by-case basis. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically stated for the applicable program will take precedence.

1.4 Approval of Plan and Use of Administrative Fee Reserves

[Link: 24 CFR 982.155](#)

Only the AHA Board of Commissioners is authorized to approve changes to the Administrative Plan and to authorize charges to the administrative fee reserve. Expenditures from the administrative fee reserve will be made in accordance with all applicable Federal requirements. Expenditures from the administrative fee reserve of the HCV program in excess of \$4,000 will be approved by the AHA Board. AHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by the AHA. If such changes conflict with this Administrative Plan, HUD regulations will take precedence.

1.5 Housing Opportunity Through Modernization Act

[HOTMA Resources | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)

The Housing Opportunity Through Modernization Act of 2016 (HOTMA) was enacted on July 29, 2016. Public Housing Authorities, such as the Allentown Housing Authority, implement the provisions of the law following HUD issued guidance. On February 14, 2023, HUD issued the Final Rule Implementing HOTMA Sections 102, 103, and 104 which are effective January 1, 2024, and require compliance by January 1, 2025 unless otherwise extended by HUD. These sections make changes to the United States Housing Act of 1937, particularly those affecting income calculation, reviews, and program eligibility. While some changes related to HOTMA are effective beginning in 2024 (such as the phasing out of Earned Income Disallowance), other changes cannot be effective until the housing management software and HUD systems are available to accept the new data. This date is referred to as the AHA HOTMA Compliance Date. The AHA will post on its website when the AHA HOTMA Compliance Date has been established.

CHAPTER 2 - General Administrative Provisions and Policies

2.1 Confidentiality and Privacy Policy

Link: [24 CFR 5.212](#); [HUD Form 9886](#)

It is the policy of AHA to guard the privacy of applicants and participants, and ensure the protection of records in accordance with the Privacy Act of 1974. AHA will not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law.

This privacy policy does not limit AHA's ability to collect such information as it may need to determine eligibility, compute housing assistance, and does not prohibit the AHA from disclosing information to local law enforcement if the participant is suspected of being involved in criminal or illegal activity.

All applicant and participant information will be kept in a secure location and access will be limited to authorized AHA staff. AHA staff will not discuss personal family information unless there is a business reason to do so.

Prior to utilizing HUD's EIV system, the AHA will adopt and implement EIV security procedures required by HUD. Standard operating and day-to-day procedures are separate from the Administrative Plan policy.

2.2 Record Retention Policy

Link: [24 CFR 908.101](#); [24 CFR 35 Subpart B](#)

During the term of each HCV tenancy, and for at least three years thereafter, the AHA will keep all documents related to a family's eligibility, tenancy, and termination.

In addition, the AHA will keep the following records for at least four years:

- Application records and eligibility notices
- Lead-based paint records
- Documentation supporting utility allowances
- Documentation supporting SEMAP scores
- Accounts and other records supporting the budget and financial statements for the program
- Other records as determined by the AHA or as required by HUD
- Longer retention requirements may apply for citizenship status hearing documents

2.2.1 Records for Environmental Intervention Blood Lead Level

Link: PIH Notice 2017-3

The AHA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level.

The AHA will provide written notice of each known case of a child with an environmental intervention blood level to the HUD field office within 5 business days of receiving the information.

If AHA learns that a child has an EBL from someone other than a medical health care provider, such as from a parent, AHA will immediately verify the report with the health department or medical health care provider.

2.2.2 Upfront Income Verification (UIV) Records

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) System are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper).

2.2.3 Criminal Records

Link: [24 CFR 5.903; 5.905](#)

AHA may only disclose the criminal conviction records which AHA receives from a law enforcement agency to officers or employees of AHA, or to authorized representatives of AHA who have a job-related need to have access to the information.

AHA has established a system of records management that ensures that any criminal record received by AHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing an informal review and the disposition of that action.

2.2.4 Medical/Disability Records

AHA is not permitted to inquire about the nature or extent of a person's disability, AHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If AHA receives a verification document that provides such information, AHA should not place this information in the tenant file. AHA should destroy the document.

2.2.5 Violence Against Women's Act

Links: Violence Against Women Reauthorization Act 2005; 24 CFR 5.2005 (b), (d), (e); 24 CFR 5.2003; 24 CFR 5.2009; 24 CFR 5.2007 (a)(1)(v); Federal Register / Vol. 81, No. 221

The AHA will not enter information related to the applicant or tenant claims under VAWA into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

1. Requested or consented to in writing by the individual (victim) in a time-limited release;
2. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
3. Otherwise required by applicable law.

The prohibition against entering this information into any shared database does not preclude AHA from entering this information into a database system used by the AHA that meets all requirements for securing sensitive personally identifiable information (PII), including the Privacy Act of 1974 (5 U.S.C. §

552a), as long as the requirements listed above and provided at 24 CFR 5.2007(c) are also met (e.g. the victim consents to in in writing in a time-limited release). (See also Section 3.10)



QUADEL
CONSULTING

CHAPTER 3- General Fair Housing Policies

3.1 Nondiscrimination Policy

Links: [Fair Housing Act \(42 U.S.C\)](#); [Section 504 of the Rehabilitation Action of 1973](#); [Joint Statement of HUD and DOJ 5/17/14](#) and [24 CFR 982.54\(d\) \(6\)](#); [982.301\(b\) \(10\)](#); [982.304](#)

It is the policy of the AHA to accept applications for housing from all persons regardless of race, color, religion, sex, sexual orientation, sexual identity, national origin, source of income, familial status, disability, or elderliness. In the selection and admission of tenants the Authority will not discriminate because of race, color, religion, sex, sexual orientation, sexual identity, national origin, source of income, familial status, disability, or elderliness. The Authority will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity to all. AHA will make such physical and/or procedural changes as will reasonably accommodate people with disabilities.

AHA is an equal housing opportunity provider. AHA does not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18). AHA does not interfere, threaten, or coerce persons in the exercise of their fair housing rights. AHA does not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.

AHA provides information regarding Fair Housing and discrimination in housing on its website, in outreach materials, posters at its office, in the family briefing session and program packets, and owner meetings. When needed, AHA will also assist with how to fill out and file a housing discrimination complaint.

3.2 Complying with Civil Rights Laws

It is the policy of the AHA to comply with all federal, state and local non-discrimination laws, rules and regulations governing fair housing and equal opportunity in housing and employment now in effect and subsequently enacted, including, but not limited to:

- [Title VI of the Civil Rights Act of 1964](#), which forbids discrimination on the basis of race, color, religion, national origin or sex.
- [Title VIII of the Civil Rights Act of 1968](#) (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination
- [Executive Order 11063](#)
- [Section 504 of the Rehabilitation Action of 1973](#), which describes specific housing rights of persons with disabilities
- [Age Discrimination Act of 1975](#)
- [Title II of the Americans with Disabilities Act](#), otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units)
- [Violence Against Women Reauthorization Act 2013](#) (VAWA)
- [Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity](#), also known as the "Equal Access Rule"

- Any applicable State laws or local ordinances that may apply, including those pertaining to Fair Housing or any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

AHA's housing programs are open to all eligible individuals regardless of sexual orientation, gender identity or marital status. AHA will not inquire about the sexual orientation or gender identity of an applicant or participant for purposes of determining eligibility or otherwise making such housing available. However, the AHA may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058. The AHA will not discriminate because of race, color, marital status, sexual orientation, national or ethnic origin or ancestry, sex, religion, age, familial status, source of income, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities.

Upon receipt of a complaint from an applicant or participant alleging a violation of the Equal Access Rule, AHA will determine if a program violation occurred, provide written notice and implement appropriate corrective action(s). AHA may also advise the family to file a Fair Housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

Applicants or participant families who believe that they have been subject to unlawful discrimination may notify the AHA either orally or in writing. Notifications made orally will be documented in writing by AHA staff including: complaint description, applicant/participant name, date, and AHA staff taking complaint. The AHA will attempt to remedy discrimination complaints made against the AHA. The AHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

Philadelphia Regional Office of FHEO
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East, 12th Floor
Philadelphia, Pennsylvania 19107-3380
(215) 861-7646
(888) 799-2085
TTY (215) 656-3450

3.3 Owner Nondiscrimination Requirements

Link: [Form HUD 52641](#); [PIH 2014-20](#)

The AHA requires rental property owners (landlords) to comply with all applicable laws and statutes. In agreeing to participate in AHA's housing choice voucher programs, the owner must abide by the Housing Assistance Payments (HAP) contract which prohibits discrimination and requires that the owner:

- Not discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, familial status, or disability in connection with the contract; and,
- Cooperate with AHA and HUD in conducting equal opportunity compliance reviews and investigation.

3.4 Family Outreach and Affirmative Marketing

Link: [24 CFR Part 903.2](#) and [24 CFR 903.7](#)

The AHA publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families. As part of the briefing process and on-going education, AHA will provide information to HCV families about the opportunity to rent in a broad range of neighborhoods including:

- Information on general locations and characteristics of neighborhoods including: shopping centers, bus lines, etc.
- A description of portability provisions available in the Housing Choice Voucher program.
- A map that identifies areas within AHA's jurisdiction that are areas of low poverty and minority concentrations.
- A listing service of available rental property, including accessible units, and owners who accept HCV. The listing service is through the Pennsylvania Housing Finance Agency: <http://www.pahousingsearch.com>
- Other information as required.
-

When AHA's waiting list is open, AHA will publicize the availability and nature of housing assistance through a wide variety of sources such as local and State newspapers, minority media, minority civic clubs, places of worship, service agencies, and broadcast media. Efforts will be made to notify local officials, government agencies, and agencies that specifically address the needs of individuals with disabilities.

AHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in AHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

3.4.1. Affirmatively Furthering Fair Housing

Link: 24 CFR Part 903.2, 24 CFR 903.7 and 24 CFR 960.103

AHA will affirmatively further fair housing by marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages, and disabilities proportionate to the mix of those groups in the eligible population of the area. AHA will review these factors regularly to determine the need for and scope of affirmative marketing efforts.

3.5 Owner Outreach

AHA encourages program participation by owners of units located outside areas of poverty or minority concentration. Program information and printed materials are available to local realtors, agents, apartment associations and any interested landlords. AHA staff will be available to make presentations about the Housing Choice Voucher Program to these groups. Outreach to property owners is conducted to develop interest in the program and to increase the number of units available in low-poverty areas. The purpose of these activities is to provide more choices and better housing opportunities to families. Voucher holders are informed of the full range of areas within the AHA's jurisdiction where they may lease units and are given a list of owners who are willing to lease units outside areas of poverty or minority concentration.

AHA is committed to providing good customer service that encourages on-going owner participation in the program.

3.6 Language Assistance Plan and Limited English Proficiency Policy

Link: [Federal Register 1/22/07, 24 CFR 1](#)

The AHA is committed to providing meaningful access to its programs and services to all eligible persons, including those who have Limited English Proficiency because of their national origin. AHA will take affirmative steps to communicate with people who need services or information in a language other than English. LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Policy, LEP persons are HCV program applicants and participant families.

AHA has determined that the majority of participants speak either: English and Spanish. The AHA staff can communicate in: English and Spanish.

Given very limited resources AHA will not develop a written LEP plan, but will consider alternative ways to communicate and provide meaningful access. Every year, as part of AHA's annual plan process, the need for a LEP Plan will be reviewed and a Plan created if needed. The review will assess whether there have been any significant changes in the composition or language needs of the LEP population. The AHA will analyze the various kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken if the costs imposed do not substantially exceed the benefits.

If in the future AHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) developing, monitoring and updating the LEP plan as needed.

3.6.1 LEP Options

- When bilingual staff is available for translation, the AHA will utilize their services.
- When LEP persons request, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the AHA: the staff communicate in English and Spanish. The interpreter may be a family member or friend.
- The AHA will utilize a language line for telephone interpreter services.
- AHA will inform applicants and participants of language assistance services.
- AHA will not provide written translation but will provide written notice in the primary language of the LEP language group of the right to receive oral interpretation of those written materials, free of cost. Translation may also be provided orally.

3.7 Reasonable Accommodation Policy

Link: [24 CFR Part 8](#)

This policy applies to applicants and participants. A reasonable accommodation is a change, modification, alteration or adaptation in a policy, procedure, practice, program or facility that is

necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from a program or activity.

AHA will ask all applicants and participant families if they require any type of accommodations, in writing, on the intake application, re-certification documents, and notice of adverse action. The notice will include contact information of the AHA staff person responsible for requests for accommodation for persons with disabilities.

The AHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the AHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted. If the request is made orally, the AHA will document the request in writing including: request specifications, family name, date, and AHA staff taking request.

If a person with a disability requests an accommodation to an existing rule, policy, practice, or service in order to fully access and utilize the AHA's housing programs and related services, the AHA will verify and evaluate the request. The AHA is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden.

3.7.1 Legal Authority

This Policy is in compliance with the statutory AHA listed below:

- [Section 504 of the Rehabilitation Act of 1973](#) (Section 504);
- [Titles II and III of the Americans with Disabilities Act of 1990](#) (ADA);
- [The Fair Housing Act of 1968](#), as amended (Fair Housing Act);
- [The Architectural Barriers Act of 1968](#); and
- [24 CFR Part 8 Subpart C](#)
- Pennsylvania Human Relations Act of 1955 (Endnote 5)
- Allentown Human Relations Act

3.7.2 Definition of Disability

Person with disabilities is a person who:

- Has a disability, as defined in [42 U.S.C. 423](#);
- Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - Is expected to be of long-continued and indefinite duration;
 - Substantially impedes his or her ability to live independently, and
 - Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - Has a developmental disability as defined in [42 USC 15001](#).
- Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and

- Means “individual with handicaps”, as defined in [24 CFR 8.3](#) of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

3.7.3 Examples of Reasonable Accommodations

- Allowing a larger unit size
- Allowing a live-in aide, with the owner’s approval
- Allowing a service animal, with the owner’s approval
- Alternative measures instead of lease termination
- Rescheduling appointments and/or hearings
- Attendance at a hearing of any other person approved by the AHA
- Permitting an outside agency or family member to assist in an interview or meeting
- Permitting applications and re-certifications to be completed by mail

Exceptions

The term disability does not include current use or current addiction to illegal drugs. “Current” means:

- It occurred recently enough to justify a reasonable person to believe that the use is current; or
- That continuing use is a real and ongoing problem.

Where there is evidence of prior use of illegal drugs and the family contends he/she is not engaged in current use, the family must provide evidence of recovery and be willing and able to be lease compliant. Examples of “evidence of recovery” include, but are not limited to, proof of completion of a supervised drug or alcohol rehabilitation program, other proof of a successful rehabilitation (i.e., willingness to participate in social service or other appropriate counseling) and/or currently participating in a supervised drug or alcohol rehabilitation program.

A reasonable accommodation will not be granted to those carrying medical marijuana prescription cards allowing the use of medical marijuana under Pennsylvania law. Marijuana is a Schedule 1 controlled substance under federal law and its use is prohibited on AHA property and by AHA residents, whether on or off-premises.

In addition, an individual is not eligible for a reasonable accommodation if:

- He/she poses a direct threat to the health or safety of other individuals and this cannot be mitigated by a reasonable accommodation, or he/she would cause substantial damage to property. The AHA will make an assessment based on reliable objective evidence (e.g., current conduct, or a recent history of overt acts) to determine the likelihood of causing a direct threat to the health or safety of other individuals or causing substantial damage to property. The AHA will take into consideration the nature, duration, and severity of the risk of injury, and the probability that injury will actually occur.
- He/she is not otherwise qualified for the AHA program and this cannot be mitigated by a reasonable accommodation.

Reasonable accommodations will be made up to the point of undue financial or administrative burden, or requiring changes fundamental to the program.

Undue Financial and Administrative Burden on AHA

The determination of undue financial and administrative burden will be determined on a case-by-case basis. Relevant factors include:

- The administrative cost and burden of the requested accommodation in comparison with the administrative cost of regular operations,
- Limits or availability of AHA's overall resources;
- The benefits that the accommodation would provide the family,
- The availability of other, less expensive, alternative accommodations that would effectively meet the family's disability-related needs, and
- The possibility of recouping costs from another source.

Fundamental Alteration in the Nature of AHA's Program

The request would, if approved, fundamentally alter AHA's program. This means that the request, if granted, would require the AHA to provide a program or service that it does not normally provide, such as medical or transportation services.

3.7.4 Denial and Appeal of Reasonable Accommodation

An applicant or resident may file a complaint in accordance with AHA's Grievance Procedure following a formal determination by the AHA's 504 Coordinator.

An applicant or resident may, at any time, exercise their right to appeal a PHA decision through the local HUD office or the U.S. Department of Justice. Individuals may contact the local HUD office at:

Philadelphia Regional Office of FHEO
U.S. Department of Housing and Urban Development
The Strawbridge Building
801 Market St 12th Floor
Philadelphia, PA 19107
(215) 861-7646
(888) 799-2085
TTY (215) 656-3450

3.8 Live in Aide Policy

Links: [24 CFR 5.403](#); [24 CFR 8](#); [24 CFR 5.609\(c\)\(5\)](#); [24 CFR 966.4\(d\)\(3\)\(i\)](#)

The AHA will approve a live-in aide if needed for families with an elderly member, or as a reasonable accommodation to make the program accessible to and usable by a family member with disabilities.

Live-in aide means a person who resides with one or more elderly persons or persons with disabilities, and who:

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

- Is not obligated for the support of the persons, and
- Would not be living in the unit except to provide the necessary supportive services

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and will not be considered a remaining member of a participant family.

A family's request for a live-in aide must be made in writing and is subject to AHA's verification. For continued approval, the family must submit a new, written request, subject to the AHA verification at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is:

- Not obligated for the support of the person(s) needing the care, and
- Would not be living in the unit except to provide the necessary supportive services.

The AHA has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval, if the person:

- Does not meet AHA's eligibility criteria
- Would cause the current unit to become overcrowded according to AHA standards and local codes
- Falls under any category listed in this Policy in the Denials of Admission section

If the live-in aide has his/her approval withdrawn, he/she is no longer eligible to remain in the assisted unit and will be considered to be an ineligible member of the household. If the ineligible member remains in the unit after the AHA provides notice of the ineligibility, TPHA will begin termination procedures.

3.9 Physical Impairment Policy

Link: [24 CFR Part 8.6](#)

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication is available by calling (814) 676-9315.

When visual aids are used in meetings or presentations, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant or participant) to receive, interpret and explain housing materials and be present at all meetings.

3.10 Violence against Women Reauthorization Act Policy (VAWA)

Links: [Violence Against Women Reauthorization Act 2005](#); [24 CFR 5.2005 \(b\), \(d\), \(e\)](#); [24 CFR 5.2003](#); [24 CFR 5.2009](#); [24 CFR 5.2007 \(a\)\(1\)\(v\)](#); [Federal Register / Vol. 81, No. 221](#)

This Policy is applicable to all federally subsidized public housing administered by AHA, including the HCV program. AHA will not discriminate against an applicant or participant on the basis of the rights or privileges provided under the VAWA. This policy is gender-neutral, and its protections are available to persons who are victims of domestic violence, dating violence, sexual assault or stalking.

Neither VAWA nor this Policy implementing it will preempt or supersede any provision of Federal, State or local law that provides greater protection under VAWA for victims of domestic violence, dating violence, sexual assault or stalking (VAWA-protected acts or threatened acts of violence).

Per the requirements of the Violence Against Women Reauthorization Act of 2013 (VAWA), and as incorporated into the HAP Contract and Tenancy Addendum, AHA and unit owners/managers will not consider an incident or incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant’s control, will not be cause for denial of admission, termination of assistance, tenancy or occupancy rights if a member of the tenant’s immediate family is the victim or threatened victim of that abuse.

If an assisted household member engages in criminal acts of physical violence against family members or others, AHA may terminate assistance to the offending household member, or an owner/manager may “bifurcate” a lease, or otherwise remove the household member from the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict, or AHA to terminate assistance to any tenant under program guidelines if either party can demonstrate an “actual and imminent threat” to other tenants or persons employed at or providing services to the property.

An assisted family may receive a voucher and move in violation of the lease under AHA’s portability policy if the family has complied with all other obligations of the voucher program and moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, stalking or sexual assault and who reasonably believed he or she was imminently threatened if he or she remained in the assisted dwelling unit.

AHA will request in writing that a family that seeks to move to another unit or prevent eviction, removal, termination of occupancy rights, or termination of assistance under a claim of abuse complete HUD-Form 50066, Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault. The victim will provide the name of the perpetrator on the form only if the name of the perpetrator is safe to provide and is known to the victim. In lieu of, or in addition to the form, a victim may provide to AHA:

- a document that is signed by the applicant, participant, or tenant and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional who assisted the victim relating to domestic violence, dating violence, sexual assault, or stalking. The professional must state, under penalty of perjury, that he or she believes that the abuse meets the requirements under VAWA;

- a Federal, State, tribal, territorial, or local police or court record;
- a record of an administration agency; or
- a statement or other evidence provided by the applicant, participant, or tenant at the discretion of AHA or the landlord.

The victim of the actual or threatened violence or stalking must complete the HUD Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault within 14 business days of receiving the written request for the certification from AHA. If the family member has not provided the requested certification by the 14th business day or any extension of the date provided by AHA, none of the protections afforded to victims of domestic violence, dating violence, stalking or sexual assault (collectively “domestic violence”) will apply. AHA, at its discretion, may extend the 14-day deadline.

All VAWA information provided to the AHA, including the fact that an individual is a victim of domestic violence, sexual assault, dating violence, sexual assault or stalking (VAWA violence); will be retained in confidence, and will not be entered into any shared database or provided to any related entity, except to the extent that disclosure is:

- Requested or consented by the individual in writing;
- Required for use in an eviction proceeding or termination of assistance; or,
- Otherwise required by applicable law.

AHA will cooperate with organizations and entities that provide shelter or services to victims of domestic violence, dating violence, sexual assault, or stalking. If AHA staff becomes aware that an assisted person is a victim of domestic violence, dating violence, sexual assault, or stalking, AHA will refer the victim to shelter or other service providers as appropriate. This Policy does not create any legal obligation requiring AHA to maintain a relationship with a particular shelter or service provider to victims or to make a referral in any particular case.

3.10.1 Bifurcating the Lease -VAWA

The AHA will allow the owner to bifurcate a family’s lease and terminate the tenancy of a family member if the AHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, non-culpable family members. In making its decision, the AHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066) or other documentation of abuse submitted to the AHA by the victim.

In the event that AHA bifurcates a lease under VAWA, any remaining tenants who had not already established eligibility for assistance will be provided no less than 90 calendar days from the date of bifurcation of the lease or until expiration of the lease to establish eligibility for a voucher, or find alternative housing.

If AHA has reason to suspect that the notices might place a victim at risk, it will attempt to deliver the notice by hand directly to the victim. AHA will use the same caution if it decides to deliver VAWA information to a victim at any other time following an incident of VAWA violence.

AHA may, on a case-by-case basis, choose not to allow bifurcating the lease. If necessary, the AHA will also take steps to ensure that the remaining family members have a safe place to live during the

termination process. For example, the AHA may offer the remaining family members a voucher to move if the owner agrees to a mutual rescission of the lease; or it may refer them to a victim service provider or other agency with shelter facilities.



CHAPTER 4- Applying to the Program and Waiting List

4.1 Application Process

It is the policy of the AHA to treat all applicants in a fair and consistent manner. All families who are interested in applying for any of the AHA's programs must complete an application (or pre-application) when the waiting list is open. Any family who has failed to pay an outstanding balance consisting of uncollected rent and/or miscellaneous charges owed to the Authority or any other federally funded housing program will be permitted to complete an application and be placed on the waiting list. The applicant family is required to provide documentation that the debt has been paid within thirty (30) days of receiving notification of selection from the waiting list and prior to a voucher being offered. Failure to meet this requirement will result in the application being rejected.

When the HCV program waiting list is open, AHA will require families to provide information needed to make an initial assessment of the family's apparent eligibility and to determine the family's placement on the waiting list. To participate in the Housing Choice Voucher Program, a family must make application to the AHA in the format prescribed by the AHA and HUD. Any prospective applicant can obtain an application from the AHA website (www.allentownhousing.org) when the waiting list is open for new applicants.

Applicants will be required to provide information including: Release of Information/Privacy Statement (form HUD 9886); AHA Release, Criminal Record Release, a Declaration of Citizenship Status, and any other forms or information as needed.

Applicants will be required to provide the following information on the pre-application:

- a. Name of all family members
- b. Address, phone number and email address (if available)
- c. Emergency contact and phone number
- d. Social security number for head of household
- e. Date of birth for all family members
- f. Gender for all family members
- g. Elderly/disabled status (in accordance with the definition of "disabled" at 24 CFR 5.403)
- h. Sources of income (e.g. wages, social security, public assistance)
- i. Local preference
- j. Racial or ethnic designation of head of household

Accommodations will be made for interested, disabled applicants. In the event an applicant needs assistance completing or submitting an application, AHA-authorized assistance may be provided.

The AHA will announce the reopening of the waiting list prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice. AHA will advertise through a wide variety of sources such as local and State newspapers, minority media, minority civic clubs, places of worship, service agencies, and broadcast media. An effort will also be made to notify elected officials, government agencies and other agencies that specifically address the needs of individuals with disabilities. The AHA will give public notice by publishing the relevant information in suitable media outlets.

No one will be denied the right to request or submit an application when the HCV waiting list is open. When the HCVP waiting list is open, AHA will offer all applicants the opportunity to be listed on other AHA Program waiting lists, if open.

Completed applications must be submitted in the manner specified (e.g. on-line via the internet). AHA reserves the right to accept pre-applications electronically via the internet. AHA does not charge any fee for any part of the HCV application process.

Only those applications received by the due date as indicated by appropriate electronic submission verification during the time-period specified by AHA will be accepted as eligible. The date the application is received is the date it is submitted electronically. During periods of open enrollment, applications can be placed by those with disabilities by external organizations that provide human services and/or at AHA's designated locations. AHA will ensure the application process is accessible to all and will provide reasonable accommodations when requested.

An applicant is deemed preliminarily ineligible and not placed on the AHA waiting list when:

- Applicant is currently housed in the same program and listed as the head of household or co-head of household.
- The application is incomplete, missing required information and/or is unsigned.

4.2 Opening and Closing the Waiting List

Link: [24 CFR 982.206](#)

The AHA may at its discretion open and close waiting list. The decision to close the waiting list will be based on: the number of applications on file, the number of anticipated available vouchers and when the estimated waiting period for housing assistance reaches 24 months.

The AHA will announce the reopening of the waiting list prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice. The AHA will give public notice by publishing the relevant information in suitable media outlets.

All notices and advertisements announcing the opening of the waiting list will include:

- The dates the list will be open;
- The means by which applications will be taken (paper; electronic; other)
- The office hours and location where applications are available and will be accepted;
- The availability of Housing Choice Vouchers;
- Eligibility guidelines;
- Preferences and methodology for the selection of applicants;
- Any limitations which may apply; and
- Instructions for electronic submission of applications in the event such technology is available.

At the time AHA conducts an opening of the waiting list to establish a new waiting list, no further requests for re-instatement will be accepted or considered from applicants claiming to have been on

any prior waiting list. During the period when the waiting list is closed, the AHA will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

Cross Listing

The Authority will "cross-list" applicants with its Public Housing Program waiting list. If the AHA's waiting list for the Public Housing Program is open when an applicant is placed on the waiting list for the AHA's Housing Choice Voucher Program, the AHA will offer to place the applicant on the waiting list for Public Housing if suitable units are available and the list is open.

4.3 Maintaining the Waiting List

The AHA will not merge the housing choice voucher waiting list with the waiting list for any other program the AHA operates.

The waiting list will contain the following information for each applicant listed:

- Name, address, social security number, and racial or ethnic designation of head of household
- Number of family members
- Amount and source of annual income to determine federal income targeting preference
- Date and time of application
- Qualification for Local Preferences

4.4 Updating the Waiting List

The waiting list will be updated as needed to ensure that all applicant information is current. Failure to respond to AHA notices will result in the applicant being removed from the waiting list without further notice. The family's response must be in writing, must be received within the required timeframe, and may be delivered in person, by mail, or by fax. Responses should be postmarked or received by the AHA not later than the specified date provided in AHA's letter. Notices returned by the post office with no forwarding address, will result in the applicant be removed from the waiting list without further notice.

When a family is removed from the waiting list during the update process for failure to respond or respond timely, no informal review will be offered. Such failures to act on the part of the applicant prevent AHA from making an eligibility determination; therefore no informal review is required.

If the family is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless verification of the following is received within 30 calendar days from the response due date:

- The applicant provides evidence that a change of address was submitted to AHA prior to the notice being issued by AHA;
- During the time of any waiting list update or, at the time of notification for an interview, the applicant could not respond. For example, the applicant was incapacitated due to hospitalization or was unavailable due to active participation on Jury Duty;
- As a result of a data entry error, the AHA computer system incorrectly recorded the address of the applicant; and, therefore, the applicant was improperly withdrawn from the waiting list for failure to respond to a AHA notice; or

- The applicant is a person with a disability who requires an alternative form of communication other than one normally used by AHA, and the applicant informed AHA, in advance, of the proper means of communication, as required by regulations.

When AHA decides to update the Housing Choice Voucher waiting list, it will notify the applicants on the waiting list requesting updated information. The intent of the notification is also to determine whether the applicant is still interested in the Housing Choice Voucher Program.

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the update notification will be considered as a reasonable accommodation if requested by a person with a disability.

4.5 Change in Circumstances

Preference Status

Changes in an applicant's circumstances while on the wait list may affect the family's entitlement to a preference. Applicants are required to notify the AHA in writing when their circumstances change.

When an applicant claims an additional preference, they will be placed on the waiting list in the appropriate order determined by the newly claimed preference. The exception to this is, if at the time the family applied, the waiting list was only open to families who claimed that preference. In such case, the applicant must verify that they were eligible for the first preference before they returned to the waiting list with the new preference.

Change to the Family Composition

Changes to the family composition after an application has been submitted include addition of family members born to, adopted or otherwise granted custody to the family by operation of the law, which may include foster children, live in aides and spouses, provided the additional family member(s) meet all applicable waiting list requirements and remain eligible for the waiting list. AHA will require documentation that the head of household has authorization to include a minor as part of the household. Court approved custody or guardianship is not the only mechanism for establishing that a head of household has authorization to include a minor in the family composition. Changes to the family composition may also be allowed for families in which one or more children less than eighteen years of age live with the designee of the parent or legal custodian, with the parent or custodians' written consent. Documentation can include but is not limited to court documents, pre-need guardian, school records, other state and federal public assistance documentation, or durable powers of attorney. All other additions to the family will be considered only on a case-by-case basis and must be documented at the time such changes occur. These additions may include immediate family members (sons, daughters, siblings, parents, grandparents, grandchildren) and may be made for humanitarian or extraordinary reasons.

4.6 Communication and Written Notification

Link: [24 CFR 982.5](#)

When written notification is required from the AHA to an applicant, participant or owner, the AHA may deliver such notification via USPS mail, facsimile, email, text message or other electronic means at AHA's discretion. AHA may request that applicants, participants and owners provide email addresses, landline and/or cellular telephone numbers, and fax numbers. AHA will require a current mailing address be provided and will send written notification via USPS mail when other contact options (e.g. email/fax/text) are not available or the means to receive communication by other delivery mechanisms is not available.

4.7 Local Preferences

Link: [24 CFR 982.207](#)

Preferences establish the order of applicants on the waiting list. An admission preference does not guarantee admission. Every applicant must still meet AHA's Selection Criteria before being offered a voucher. AHA has the following HCV preferences:

- Victims of Domestic Abuse
- Residency Preference
- Displaced Persons
- Veterans

Victims of Domestic Abuse Preference: (2 points)

Link: 24 CFR 960.202

Any applicant who is a victim of domestic abuse/sexual assault. Such applicant family will receive a preference upon providing the following information:

1. A copy of a police report indicating an act of domestic violence/sexual assault has occurred against the applicant in the six months prior to applying for housing, or
2. A copy of a hospital report indicating an act of domestic violence/sexual assault has occurred against the applicant in the six months prior to applying for housing.

In all instances the applicant must be an active client of Turning Point, Allentown, PA, and must provide verification of such.

Residency Preference: (1 point)

Link: 24 CFR 982.207

Any applicant family who qualifies as a resident of the City of Allentown. A resident is defined as a family or single person who lives in, or whose head of household or spouse works in, or has been given a bona fide offer of employment in the City of Allentown. The AHA may use third-party written verification, leases, utility bills, employer records, school records, driver's licenses, voter registration records, property tax records or credit reports, to verify residency.

There is no minimum amount of time that the family must have resided in the City of Allentown to qualify for a residency preference. The use of the residency preference will not have the purpose or

effect of delaying or otherwise denying admission to the program based upon the race, color, ethnic origin, gender, religion, disability or age of any member of the applicant's family.

Displaced Person(s): (3 points)

Displaced person (s). A family or sole member who has been displaced by government action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

Veterans Preference: (1 Point)

Link: 2014 Act 188

Applicants in any of the following categories are entitled to veterans' preference if they have completed their military service commitment and have received an honorable discharge from such service prior to taking a civil service examination. Applicants may include the veteran; widow/widower of a veteran.

- (1) Certain military commitments completed prior to July 27, 1953.
- (2) Applicants who have served in an active duty capacity in the armed forces of the United States since July 27, 1953. Such service must include completion of basic training.
- (3) Applicants who served in the National Guard or Reserves. Such service must include completion of basic training and completion of either the entire first term of service or at least one period of active duty for a purpose other than training since August 2, 1990.

Documentation to be included to claim this preference must include a photocopy of service discharge, DD Form 214 or other military document(s) showing date of entry, successful completion of basic training, character of service and completion of the military service commitment.

When adopting a *new preference*, AHA will notify all applicants on the current waiting list to determine if any are eligible under the preference (24 CFR §5.655(c)). AHA will specify in a public notice of a waiting list opening that current waiting list applicants may qualify for the preference. The notice will include any other information new applicants and current applicants on the waiting list will need to know about how to successfully apply and establish their preference status, including any partnering agencies with whom the owner may be working to receive referrals or determine preference eligibility.

If an applicant makes a false statement in order to qualify for a Local preference, AHA will deny the preference.

If the AHA denies a preference, AHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting review with the Executive Director or his/her designee.

If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

4.8 HUD Targeted Funding Assistance

Link: 24 CFR 982.203; [982.203 \(2\)\(b\)\(1-5\)](#)

AHA will admit a family that is not on the waiting list, or without considering the family's waiting list position or preferences in certain circumstances prescribed by HUD. AHA will maintain records showing that the family was admitted with HUD-targeted assistance.

The AHA administers the following types of targeted funding: *(list what programs are administered)*

- Veterans Affairs Supportive Housing (VASH)

4.9 Continuously Assisted Families

Link: [24 CFR 982.4](#); [982.203](#)

AHA will consider a family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were issued a voucher by AHA. As noted in this Plan, families being relocated from the AHA's public housing have first priority for vouchers and qualify as continually assisted. In addition, families assisted under the U.S. Housing Act (including all families occupying units in properties receiving Section 8 project-based assistance) are considered continually assisted. All such families are treated in the regulations as "special (non-waiting list) admissions".

When continuously assisted families face loss of housing assistance either because the owner of the property in which they live chooses not to renew a subsidy contract or because the property must be vacated for demolition, sale or total rehabilitation, such families may receive vouchers as continuously assisted families (and special non-waiting list admissions).

4.10 Relocation of Witnesses and Victims of Crime

Link: <http://portal.hud.gov/hudportal/HUD?src=/programdescription/witness>

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

4.11 Income Targeting and Funding Availability Policy

Link: [24 CFR 960.202\(b\)](#)

The AHA will monitor progress in meeting the Extremely Low Income (ELI) requirement throughout the fiscal year. Extremely-Low Income families are now defined as families whose incomes do not exceed the higher of: Federal Poverty Level or 30 percent of Area Median Income. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met. Under limited circumstances, HUD rules allow admission of low-income families. The EHA will monitor progress in meeting the Extremely Low Income (ELI) requirement throughout the fiscal year. Extremely-Low Income families are now defined as families whose incomes do not exceed the higher of: Federal Poverty Level or 30 percent of Area Median Income. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met. Under limited circumstances, HUD rules allow admission of low-income families. If an applicant on the waiting

list is skipped over, they will retain their original sequential number placement and be the first applicant offered an opportunity for assistance after the extremely low-income targeting requirement has been met.

When funding is not sufficient to subsidize the family unit size of the family at the top of the waiting list, the AHA will not skip the top waiting list family. When sufficient funding becomes available, the family at the top of the list will be admitted if otherwise eligible.

4.12 Fungibility

Link: [Quality Housing and Work Responsibility \(QHWRA\) Act](#), aka Public Housing Reform Act or Housing Act of 1998

AHA will exercise fungibility between the Housing Choice Voucher and public housing programs as allowed by HUD to meet income targeting requirements and as also stated in the AHA's Admission and Occupancy Policy.

4.13 Waiting List Placement

Applicants will be placed on the waiting list based on any preference, and then by the date and time their complete application is received by the AHA.

Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. When the family is selected from the waiting list, the AHA will determine eligibility for admission to the program.

If the AHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. When a family is determined to be ineligible, the AHA will send written notification of the ineligibility determination upon receipt of a complete application. The notice will specify the reasons for ineligibility and will inform the family of its right to request an informal review and explain the process for doing so. If upon conclusion of the informal review process, the family's preliminary eligibility is restored, the family's original date and time of application will be restored on the waiting list.

4.14 Selection from the Waiting List Notification

AHA will notify the family when it is selected from the waiting list. The notice will inform the family of the date, time, and location of the eligibility appointment, who is required to attend, and the documents that must be provided.

If a notification letter is returned to AHA with no forwarding address, or within the specified time the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents AHA from making an eligibility determination; therefore no informal review will be offered.

The AHA may remove an applicant's name from the waiting list for any of the following reasons:

1. The applicant requests in writing that his/her name be removed.

2. The applicant has failed to advise AHA of his/her continued interest in the Housing Choice Voucher Program. The AHA requires applicants to notify the Authority of any change in family status or change in mailing address when they occur.
3. The AHA has made reasonable efforts to contact the applicant to determine continued interest but has been unsuccessful. Correspondence mailed to the latest address or emailed to the email address provided will constitute documentation of reasonable effort to contact the applicant.
4. The AHA notified the applicant of its intention to remove the applicant's name because the applicant no longer qualifies for the assisted housing program.
5. The AHA has made reasonable efforts to contact the applicant to (i) schedule interviews necessary to complete the application process; or (ii) obtain information necessary to process the application, and the applicant has failed to respond;
 - a. It is the responsibility of the applicant to attend the scheduled interview. If the applicant cannot attend on the date scheduled by the AHA, the applicant must notify the AHA within ten (10) calendar days to reschedule the interview in advance and in accordance with the AHA's notice requirements.
 - b. If the applicant fails to reschedule or misses two (2) scheduled meetings, the AHA has the right to reject the application and remove the family from the waiting list. Such notification will be in writing and will include a statement of the applicant's right to an Informal Review.
6. The applicant fails to pay an outstanding balance owed to the AHA or any other subsidized program within the time specified.

If an applicant's failure to respond to a request for information or update was caused by his/her disability, the AHA will provide reasonable accommodation to give him/her an opportunity to respond.

Chapter 5-Initial and Continuing Eligibility

Link: [24 CFR 982.4](#); [982.203](#); [HOTMA](#)

5.1 Qualifications for Admission

AHA will admit only applicants who are qualified according to all the following criteria:

- Are a family as defined by HUD and AHA.
- Qualify on the basis of citizenship or the eligible immigrant status of family members. Link [24 CFR Part 5, Subpart E](#)
- Provide documentation of Social Security numbers for all household members, or certify that they do not have *Social Security numbers*. Link: [24 CFR Part 5, Subpart B](#)
- Have income at or below HUD-specified income limits. Link: [24 CFR Part 5, Subpart F](#)
- Consent to AHA's collection and use of family information as provided for in AHA consent forms.
 - o Under HOTMA, the HUD-9886 form is only required to be signed by each adult household member at admission, addition of an adult member to the household, and/or when a member turns 18. It will not be required to be signed at each annual recertification and will remain in effect until the family is denied assistance, the family is terminated, or the family provides written notification to AHA to revoke consent.
 - o AHA will terminate rental assistance or deny admission for any family with an adult member who revokes consent.

5.1.1 Income Eligibility

Links: [24 CFR 982.201\(b\)](#); [982.4](#); [248.101](#) & [173](#)

For admission to the Housing Choice Voucher Program, a family must be income eligible in the area where the family initially leases a unit with housing assistance. A family porting into Allentown, PA must be eligible in Allentown, PA. A family porting out of AHA must be income eligible in the area where the family leases an assisted unit.

To determine if the family is income eligible, the AHA will compare the annual income of the family to the HUD published income limit for the family's size.

Restriction on Assistance to Families Based on Assets

Effective January 1, 2025, the following ownership of assets will restrict the family from participating in the AHA's HCV program.

- The family's net assets may not exceed \$100,000, which amount will be adjusted annually by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers.
- The family may not have ownership interest in, a legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:

- the AHA Home Ownership program
- Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property.
- Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking
- Any family that is offering such property for sale.
- A property will be considered “suitable for occupancy” under paragraph (a)(1)(ii) of this section unless the family demonstrates that it:
 - Does not meet the disability-related needs for all members of the family e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.)
 - Is not sufficient for the size of the family.
 - Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner)
 - Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied)
 - Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

Upon implementation of the HOTMA final rule, AHA will delay termination of assistance for recertifying households only for up to 6 months and the family may come into compliance during that time. There is no exception for new admission households to this restriction of assistance based on assets.

5.1.2 Social Security Number Disclosure

Link: [24 CFR 5.216](#), [5.218](#); [Notice PIH 2023-27](#)

The applicant and all members of the applicant’s household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. (These requirements do not apply to noncitizens who do not contend eligible immigration status).

If AHA determines that the applicant is otherwise eligible to participate in a program, the applicant may retain its place on the waiting list for the program for up to 90 calendar days but cannot become a participant until it can provide the documentation to verify the SSN of each member of the household.

If a child under the age of 6 years was added to the applicant household within the 6-month period prior to the household’s date of admission, the applicant may become a participant, so long as the documentation required is provided to the AHA within 90 calendar days from the date of admission into the program.

The AHA will grant an extension of one additional 90-day period if the AHA determines that, in its discretion, the applicant’s failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant. If the applicant family fails to produce the documentation required within the required time period, the AHA must follow the provisions of [§ 5.218](#).

5.1.3 Citizenship Requirements

Link: [24 CFR Part 5, Subpart E](#)

AHA will verify the citizenship/immigration status of applicants at the time other eligibility factors are determined. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. Each family member must declare whether the individual is a citizen, national or an eligible noncitizen. Family members who declare citizenship or national status will not be required to provide additional documentation supporting the individual's declaration of citizenship and national status unless AHA receives information indicating that an individual's declaration may not be accurate, such as a birth certificate.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families: A mixed family is one in which at least one member is a citizen or has eligible immigration status, but other members do not have eligible immigration status (or elect not to state that they have eligibility status). Mixed families are eligible for assistance on a pro-rata basis.

Mixed family applicants will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No Eligible Members: Applicants that include no eligible members or non-citizen students defined by HUD in the non-citizen regulations are not eligible for assistance. These families will be denied admission and offered an opportunity for a hearing.

All eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age. Prior to being admitted, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original USCIS documentation. Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of household.

5.2 Family Definition

Link: [24 CFR 5.403](#)

To be eligible for admission, an applicant must qualify as a family. Family as defined by HUD includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A single person, who may be an elderly person, displaced person, or any other single person
- A group of persons residing together and such group includes, but is not limited to:

- A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
- An elderly family;
- A disabled family;
- A displaced family; and
- The remaining member of a participant family.

For categorizing family as defined above, the terms disabled family and elderly family are:

- Disabled family means a family whose head (including co-head), spouse or sole member is a person with a disability.
- Elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.

A family may have a spouse or co-head but not both. The co-head is an individual in the household who is equally responsible for the lease with the head of household. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

Child (minor) relationship is determined only by: birth, adoption, a court order establishing custody, or a legal order from the social service agency, (i.e. Child Protective Services, DES, etc.).

A family does not include:

- A group of unrelated persons living together (friends, etc.)
- Aunt, uncle, sister, brother, cousin, friend, etc.
- An additional family to the household, i.e. a sister and her children, etc.
- A housekeeper or live-in aide
- Foster children and/or foster adults

Each family must identify the individuals to be included in the family at the time of application, and must notify the AHA if the family's composition changes within 10 business days.

5.2.1 Head of Household

The family may designate any qualified adult family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

5.2.2 Joint Custody

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family more than 50 percent of the time. Verification will be required through documentation provided by the court. If a court order is not available, the AHA will require both parents/guardians to provide a notarized statement of the child's residency percentages and a certification that a formal court document does not exist.

When more than one applicant or participant (regardless of program) is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or re-certification will be able to claim the dependents. If there is a dispute about which family should claim the dependent(s), the AHA will make the determination based on court orders and social service agency orders showing which family has custody.

5.2.3 Family Break Up

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open.

If a participant family breaks up into two otherwise eligible families, only one of the new families will retain occupancy of the unit.

If a court determines the disposition of property between members of an applicant or participant family as part of a divorce or separation decree, the AHA will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, the AHA will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, the AHA will take into consideration the following factors:

- The interest of any minor children, including custody arrangements
- The interest of any ill, elderly, or disabled family members
- The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and provides documentation in accordance with this Administrative Plan
- Any possible risks to family members as a result of criminal activity
- The recommendations of social service professionals

The AHA will not approve a transfer of the voucher from one head of household to another head of household if it constitutes a violation of waiting list and preference policies.

5.2.4 Remaining Family Member

A remaining family member is defined by HUD and previously approved by AHA to live in the unit as a household member. Live in aides, foster children and foster adults do not qualify as remaining family members.

If the head of household dies or leaves the unit for any reason other than AHA termination of assistance, continued occupancy by remaining household members is permitted only if:

- The household reports the departure (or death) of the head of household in writing within 14 calendar days of the occurrence, and
- A replacement head of household is identified and reported to AHA in writing within 30 calendar days of the occurrence, and:
- If after 30 days of the occurrence, no head of household is reported, AHA will proceed with termination.
- The household member seeking to become the head of household must meet AHA's eligibility requirements.
- The member seeking to become the head of household has reported all income as required by AHA policy.
- The member seeking to become the head of household has not committed any violation of the lease agreement during their tenancy.
- The household agrees to occupy an appropriately sized unit based on AHA's Occupancy Standards.
- Except in cases where the member seeking to become the head of household is the parent or legal guardian of a remaining minor(s), the proposed head of household has been listed on the lease for at least 12 consecutive months, or since the previous head of household's tenancy (if less than 12 consecutive months).
- The head of household agrees to a written repayment agreement for any rent or charges incurred by the former head of household.
- Those under 18 seeking to become the head of household must provide proof of emancipation.
- An adult who becomes the guardian or other caretaker of remaining household member(s) who are minors, may apply to become head of household and must meet AHA's eligibility criteria.

AHA may deny housing assistance if an action to terminate the former head of household's housing assistance began prior to the former head of household's departure from the unit.

5.3 Student Head of Household

No assistance will be provided under section 8 of the 1937 Act to any individual who:

- Is enrolled as a student at an institution of higher education, as defined under section 102 of the [Higher Education Act of 1965 \(20 U.S.C. 1002\)](#);
- Is under 24 years of age;
- Is not a veteran of the United States military;

- Is unmarried;
- Does not have a dependent child; and
- Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.

The above restriction does not apply to a person with disabilities as such term is defined in section 3(b)(3)(E) of the 1937 ACT and who was receiving Section 8 assistance on November 20, 2005.

5.4 Guests/Visitors

Guests/Visitors are permitted based on the terms in the owner's lease; the owner has provided approval for the guest/visitor; and the guest/visitor is not an unauthorized person living in the unit.

A guest can remain in the assisted unit no longer than 14 consecutive calendar days or a total of 30 cumulative days during any 12 – month period or AHA will consider the person(s) unauthorized persons in the unit. A family may request an exception to this policy for valid reasons (e.g. care of a relative recovering from a medical procedure is expected to last 40 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return. If the guest's residence is no longer inhabitable (e.g. destroyed by natural disaster), AHA will document the file regarding the disaster or circumstance.

The family must notify AHA in writing of the children(s) names and timeframes the children will be in the household if the participant has children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the unit more than 50 percent of the time.

In making the determination if the person is an unauthorized household member, AHA will consider:

- Statements from neighbors and/or AHA staff
- Vehicle license plate verification
- Post Office records
- Driver's license verification
- Law enforcement reports
- Credit reports

5.5 Eligibility Interview & Oral Briefing

24 CFR 982.301

Families selected from the waiting list are required to participate in an eligibility interview either individually or in a group setting. The family will be sent an interview notice to their last known address indicating the date, time, place, who must attend and what documents must be presented at the interview. The family will either be mailed a packet of documents to complete or will be provided with the packet at the group session. The packet must be complete in order for eligibility to be determined.

All adult family members are required to attend the interview and sign the housing application. Exceptions may be made for students attending school out of state and/or for members for whom attendance would be a hardship. The head and spouse/co-head are both required to attend the interview. If the head of household cannot attend the interview, the spouse/co-head may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 10 calendar days to review the information and to certify by signature that all of the information is complete and accurate.

The family must provide the information necessary to establish the family's eligibility, including criminal background record, and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation. If the family does not provide the required documentation at the time of the interview, the interview will not take place and may be rescheduled when all the documents are submitted by the family. The family will be given a list of missing documents and the timeframe for returning the documents (10 calendar days). If the documents are returned complete within the required timeframe, the interview will be rescheduled. If the documents are not returned complete timely, AHA will determine that the applicant is no longer interested in housing assistance and will be removed from the waiting list. Extensions to the timeframe may be allowed based on emergencies and reasonable accommodations.

If the required documents and information are not provided within the required timeframe (plus any extensions) the family will be sent a notice of denial.

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

5.5.1 Rescheduling the Eligibility Interview

If the family is unable to attend a scheduled interview or group appointment, the family must contact AHA in advance of the interview to schedule a new appointment. If the family fails to attend a second scheduled appointment without AHA approval, AHA will deny assistance based on the family's failure to supply information needed to determine eligibility. Only for documented and verified extenuating circumstances (illness, hospitalization, etc.), the applicant may contact AHA within 24 hours after the scheduled appointment and the appointment will be rescheduled.

5.5.2 Eligibility Notification

The AHA will notify a family in writing of their eligibility determination. If the AHA determines that the family is ineligible, the AHA will send written notification of the ineligibility determination. The notice will specify the reasons for ineligibility and will inform the family of its right to request an informal hearing.

5.5.3 Oral Briefing

When a family is determined to be eligible, AHA must give the family an oral briefing. The briefing must include information on the following subjects: a description of how the program works, family and owner responsibilities, where the family may lease a unit, including rent a dwelling unit inside or outside the PHA jurisdiction, and any information on selecting a unit that HUD provides. The briefing must also include information on portability, and the advantages of living in an area that does not have a high concentration of low income families.

AHA must also provide the family with an information packet that includes information on voucher extensions and suspensions, family obligations, housing assistance payment calculations, payment standards, the tenancy addendum that must be included in lease, request for tenancy approval, AHA's policy on providing family information to prospective landlords, subsidy standards, and listing of landlords.

AHA may conduct the oral briefing by allowing the use of mail, electronic mail, telephone and video call when appropriate. AHA will ensure that electronic information is secured (PIH 2015-06). AHA will make sure that the process meets the requirements for persons with disabilities and persons with LEP. AHA will also consider any technology barriers prior to scheduling the remote hearing. When utilizing remote briefings, AHA will provide any materials or documents to the family prior to the remote briefing. AHA will provide an opportunity for remote briefing participants to ask questions.

A voice only option (telephone) is the least preferred option to conduct a remote briefing. AHA will only conduct a voice only remote briefing after it obtains written consent from the resident so that the resident has complete knowledge of their rights, as well as risks and benefits of conducting a briefing by voice only option.

5.6 Criminal Background Policy

Links: [24 CFR 5.903](#); [24 CFR 960.204\(d\)](#); [24 CFR 960.204\(a\)\(4\)](#); [24 CFR 5.905\(d\)](#)

The AHA will perform criminal records checks at application for all adult household members (defined as 18 years of age or older) or when adding an adult member to the household.

The AHA will conduct criminal records checks that will include a National Criminal History Check. Local/State checks will be conducted where needed. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis.

5.6.1 Drug Abuse Treatment Information

Links: [24 CFR 960.205\(f\)](#)

The AHA will obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when the AHA has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program. The AHA will require the proposed family member sign a consent form for the drug abuse treatment facility to release information.

5.7 Duplicative Assistance

Link: [24 CFR 982.352©](#)

A family may not receive HCV assistance while receiving housing assistance of any of the following assistance types, for the same unit or for a different unit:

- Public or Indian housing assistance
- Other Section 8 assistance (including other participant-based assistance)
- Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974)
- Section 101 rent supplements
- Section 236 rental assistance payments
- Participant-based assistance under the HOME Program
- Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration)
- Any local or State rent subsidy
- Section 202 supportive housing for the elderly
- Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance)

Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, 'housing subsidy' does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

5.8 Absences from the Unit

Link: [24 CFR 982.312](#)

5.8.1 Absent Family Member

The AHA will compute all applicable income of every family member who is on the lease, including those who are temporarily absent. If the spouse or the head of household is temporarily absent, his/her entire income is counted, whether or not he/she is on the lease. It is the responsibility of the head of household to report changes in family composition and absences of family members.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

Generally an individual who is or is expected to be absent from the assisted unit for less than 90 consecutive days is considered temporarily absent and remains a family member. Generally an individual who is or is expected to be absent from the assisted unit for 90 days or more in a 12 month period of time is considered permanently absent and AHA will determine if the family's unit size must be changed to meet the subsidy standards. Family members incarcerated for more than 180 days are considered permanently absent.

The family must request AHA approval for the return of any adult family members that the AHA has determined to be permanently absent. The individual is subject to the eligibility requirements stated in this Administrative Plan.

5.8.2 Absence of Entire Family

Notice is required when all family members will be absent from the unit for an extended period of time (greater than 90 calendar days). Families are required to give AHA 30 days' notice before moving out of a unit. Absence means that no family member is residing in the unit. In order to determine if the family is absent from the unit, the AHA may:

- Conduct a special inspection
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with the Post Office for forwarding address
- Contact the emergency contact
- Utilize other available options as needed

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

If a family, including a single-member household, is absent from the unit for more than 90 consecutive days the AHA will terminate assistance. If an extension is requested by a single-member household, third-party documentation acceptable to the AHA must be submitted (such as from a hospital, hospice, etc.) that indicates that he/she will return within the next 90 days (maximum absence cannot exceed 180 days).

5.8.3 Absent Student

When minors and college students who have been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes

available to the AHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

5.8.4 Absences Due to Placement in Foster Care

If a child has been placed in foster care, the AHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

If the child(ren) are removed from the home permanently, the unit size will be reduced in accordance with the AHA's occupancy guidelines.

5.8.5 Caretaker for a Child/Children

If neither a parent nor a designated guardian remains in a household receiving assistance, the AHA will take the following actions:

- If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
- If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 consecutive days. After the 90 consecutive days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the AHA will extend the caretaker's status as an eligible visitor.
- During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify for any deductions from income.
- If the caretaker is considered a family member, the caretaker must submit an eligibility application, pass all eligibility criteria, and his/her income will be counted as part of the household. Once eligibility is passed, the lease will be transferred to the caretaker as head of household.

5.8.6 Absent Head or Spouse Due to Employment

If an employed head, spouse, or co-head is absent from the unit more than 180 consecutive days due to employment, she/he will continue to be considered a family member.

5.8.7 Individuals Absent (Confined) for Medical Reasons

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member. If there is a question about the status of a family member, the AHA will request verification from a responsible medical professional if the member will be gone less than 90 consecutive days (and up to 180 days after approval of the HCV Manager or authorized designee) and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family

member is confined on a permanent basis and request that the person not be considered a family member.

5.8.8 Visitors

Overnight adult guests are permitted to visit for up to 14 consecutive calendar days and no more than 30 days in a calendar year with the AHA's written authorization. If the visitor remains for more than 14 consecutive days, it will be considered to be a violation of the Family Obligations and grounds for termination of assistance to the family.



QUADEL
CONSULTING

CHAPTER 6: Tenant Rent and Housing Assistance Payment Calculation

6.1 Definition of Income

Link: [24 CR 5.609; HOTMA](#)

AHA uses HUD's definition of Annual Income found at [24 CR 5.609](#). Should this definition be revised, the current HUD definition will be used.

Annual income includes all amounts received from all sources by each adult family member 18 years or older (even if temporarily absent) or the head of household or their spouse, plus unearned income by or on behalf of each dependent under 18 years, plus income from assets. Annual income includes but is not limited to:

- All amounts, not specifically excluded below, received from all sources by each member of the
- family 18 years or older or is the head of household or spouse of the head of household, plus.
- Unearned income by or on behalf of each dependent who is under 18 years of age, and
- Imputed returns on net family assets exceeding \$5,000 (Effective upon AHA HOTMA compliance date, this amount will be \$50,000 adjusted annually as determined by HUD) when the value of the actual returns from a given asset cannot be calculated.
 - Imputed returns are based on the current passbook savings rate, as determined by HUD. (Note: if it is possible to calculate actual returns from an asset, the PHA should use that amount as income)

6.1.1 Alimony and Child Support

The AHA will count court-awarded amounts for alimony and child support unless the AHA verifies that:

- The payments are not being made and
- The family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments.

If the amount of child support or alimony received is less than the amount awarded by the court, AHA will use the amount that is received by the family. AHA will accept as verification that the family is receiving an amount less than the award if one of the following:

- AHA receives verification from the agency responsible for enforcement or collection
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement collection agency
- Or has filed an enforcement or collection action through an attorney.

If no child support is being received, the family must provide documentation as required by AHA for each child whom no support is being received. AHA will not include child support income if no payments have been received within the most recent sixty (60) days. It is the family's responsibility to supply documentation and a copy of the divorce decree. Income will be projected by averaging the most current three consecutive month's payment to project income for twelve (12) months.

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

6.1.2 Sporadic income

Sporadic income is income that is not received regularly and cannot be reliably predicted.

6.1.3 Regular Contributions and Gifts

Examples of regular contributions include:

- Regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments)
- Cash or other liquid assets provided to any family member on a regular basis
- "In-kind" contributions such as groceries and clothing provided to a family on a regular basis
- Any contribution of gift received every 3 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year

Non-monetary contributions will be valued at the cost of purchasing the items, as determined by the AHA. For contributions that may vary from month to month (e.g., utility payments), the AHA will include an average amount based upon past history. Regular financial support from parents or guardians to students for food, clothing personal items, and entertainment is not considered student financial assistance and is included in annual income.

6.1.4 Incremental Earnings

The AHA defines incremental earnings and benefits as the difference between:

- The total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and
- The total amount of welfare assistance and earnings of the family member after enrollment in the program.

In calculating the incremental difference, the AHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

6.2 Earned Income Disallowance (EID) Policy

Link: [24 CFR 5.617; HOTMA](#)

The following provision of 6.2 EID Policy will expire on Effective Date, January 1, 2024. Families currently enrolled in the EID policy on or before December 31, 2023 will be allowed to complete the income phase in periods.

This disallowance applies only to disabled family members already participating in the housing choice voucher program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who was previously unemployed for one or more years prior to employment.
- Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program.
- New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months.

The baseline income is the annual income immediately prior to the implementation of the disallowance for a person who is a member of a qualified family. The family member's baseline (qualifying) income remains constant throughout the period that he/she is receiving the EID.

6.2.1 Disallowance of Earned Income

Link: [24 CFR §§5.617, 960.255; PIH Notice 2016-05; HOTMA](#)

Initial 12-month exclusion: During the 12-month period beginning on the date on which a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the AHA will exclude from the annual income of a qualified family any increase in the income of the family member as a result of employment over the baseline income of that family member.

Phase-in of rent increase: Upon the expiration of the 12-month period and for the subsequent 12-month period, the AHA will exclude from the annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

Maximum 2-year disallowance: The disallowance of increased income of an individual family member is limited to a lifetime 24-month period. It applies for a maximum of 12 months for disallowance (initial 12 months) and a maximum of 12 months (second 12 months), during the 24-month period starting from the initial exclusion.

6.3 Business Income

Link: [24 CFR 5.609\(b\)\(2\)](#)

To determine business expenses that may be deducted from gross income, the AHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses (IRS Publication 535), unless a topic is addressed by HUD regulations or guidance.

6.3.1 Business Expansion

Any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations.

6.3.2 Capital Indebtedness

Capital Indebtedness is the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the AHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

6.3.3 Acceptable Investments

Acceptable investments in a business include cash loans and contributions of assets or equipment.

6.3.4 Co-Owned Businesses

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

6.4 Assets

Link: [24 CFR 5.609\(b\) and \(c\); HOTMA](#)

AHA adheres to HUD's definition of assets as outlined in 24 CFR.609(b) and (c). Should this definition be revised, the current HUD definition will be used.

An asset is an item of value that can be converted into cash and may or may not earn income. Annual income includes income amounts derived from assets to which the family has access. Assets include, but are not limited to checking and savings accounts, investment accounts, equity in real property, personal property held as an investment, whole life insurance policies, and assets disposed of for less than fair market value.

If current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the AHA to show why the asset income determination does not represent the family's anticipated asset income.

If the Household has net assets in excess of \$5,000, annual income will include the greater of the actual income derived from all assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD. Effective upon the AHA HOTMA compliance date, this amount will be \$50,000 and adjusted annually as determined by HUD.

Assets include but are not limited to the following:

6.4.1 Jointly Owned Assets

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the AHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the AHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the AHA will prorate the asset evenly among all owners.

6.4.2 Disposed Assets

The AHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$5,000.00. Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual re-certifications, the family may request an interim re-certification to eliminate consideration of the asset(s).

Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments. All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

Families must sign a declaration form at initial certification and each annual re-certification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value.

6.4.3 Checking and Savings Accounts

In determining the value of a checking account, the AHA will use the average monthly balance for the last two months. In determining the value of a savings account, the AHA will use the current balance. In determining the anticipated income from an interest-bearing checking or savings account, the AHA will multiply the value of the account by the current rate of interest paid on the account.

6.4.4 Investments

In determining the market value of an investment account, the AHA will use the value of the account on the most recent investment report. How anticipated income from an investment account will be calculated depends on whether the rate of return is known.

- For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings).
- When the anticipated rate of return is not known (e.g., stocks), the AHA will calculate asset income based on the earnings for the most recent reporting period.

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the AHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

6.4.5 Real Property, Personal Property, Other Capital Investments

In determining the value of personal property held as an investment, the AHA will use the family's estimate of the value.

For Real Property, AHA will use the payoff amount for the mortgage to calculate equity. If the payoff amount is not available, AHA will use the loan balance.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary personal property consists of only those items not held as an investment. It may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

6.4.6 Restrictions based on net assets and property ownership.

HOTMA

Effective upon the AHA HOTMA compliance date, families may not receive assistance from the AHA if the family net assets include the following

- The family's net assets exceed \$100,000, which amount will be adjusted annually by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; or AHA HCV Administrative Plan
- The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:

- Any property for which the family is receiving assistance under 24 CFR 982.620; or under the Homeownership Option in 24 CFR part 982;
- Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
- Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in this part 5 (subpart L); or
- Any family that is offering such property for sale.
- A property will be considered “suitable for occupancy” under paragraph (a)(1)(ii) of this section unless the family demonstrates that it:
 - does not meet the disability-related needs for all members of the family (e.g.,
 - physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
 - Is not sufficient for the size of the family;
 - Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner);
 - Is not safe to reside in because of the physical condition of the property (property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
 - Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

6.5 Asset Exclusions

24 CFR 5.609(b) and (c) HOTMA

AHA adheres to HUD’s definition of assets as outlined in 24 CFR.609(b) and (c). Should this definition be revised, the current HUD definition will be used.

Asset exclusions include but are not limited to the following:

Retirement Plans

The value of eligible retirement plans recognized by the IRS are excluded from the net family asset calculation.

Personal Property

Non-necessary items of personal property when the total value does not exceed \$50,000 (as adjusted), and real property that the family does not have the legal authority to sell.

Trust distributions

Irrevocable trust or revocable trust outside of family or household control, excluded from the definition of net family assets under § 5.603(b),

- Distributions of the principal, or corpus, of the trust, and

- Distributions of income from the trust used to pay the costs of health and medical care expenses for a minor. Revocable trust or a trust under the control of the family or household: any distributions from the trust are excluded from income.
- Except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
 - o Note: The principal of a trust is not new money coming in for the family, any distributions of a trust's principal, regardless of the form of the trust, are excluded. As a general rule, PHAs and owners must count any distributions of income from an irrevocable trust or a trust not under the control of the family (e.g., distributions of earned interest) as income to the family with the exception of distributions used to pay the health and medical care expenses of a minor.

6.6 Lump Sum Payments

6.6.1 Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

- The entire lump-sum payment will be added to the annual income at the time of the interim.
- The AHA will determine the percent of the year remaining until the next annual re-certification as the date of the interim (three months would be 25% of the year).
- At the next annual re-certification, the AHA will apply the percentage balance (75% in this example) to the lump-sum and add it to the rest of the annual income.
- The lump-sum will be added the same way for any interims which occur prior to the next annual re-certification.
- If amortizing the payment over one year will cause the family to pay more than current HUD percentage of the family's adjusted income (before the lump sum was added) for total participant payment, the AHA and family may enter into a repayment agreement for the balance of the amount of the current HUD percentage calculation. The beginning date for this repayment agreement will start as soon as the one year is over.

6.6.2 Retroactive Calculation Methodology

- The AHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.
- The AHA will determine the amount of income for each re-certification period, including the lump sum, and re-calculate the participant rent for each re-certification period to determine the amount due the AHA.
- The family has the choice of paying this retroactive amount to the AHA in a lump sum. At the AHA's option, the AHA may enter into a repayment agreement with the family
- The amount owed by the family is a collectible debt even if the family becomes unassisted.

6.6.3 Attorney Fees

The family's attorney's fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

6.7 Excluded Income

Link: [24 CFR 5.609\(c\); HOTMA](#)

AHA applies all required income exclusions as outlined in 24 CFR 5.609.

Excluded income includes but is not limited to the following:

Non-recurring Income

Income that will not be repeated in the coming year based on information provided by the family. Some examples of non-recurring income include:

- U.S. Census Bureau for employment income (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not resulting in permanent employment.
- Direct federal or state payments for economic stimulus or recovery.
- State or federal refundable tax credits or state or federal tax refunds received directly at the time they are received directly by the family.
- Gifts for significant life events or milestones (e.g., holidays, birthdays, wedding gifts, baby showers, anniversaries).
- Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
- Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings

Title IV HEA Assistance

<https://uscode.house.gov/view.xhtml?req=granuleid%3AUSC-prelim-title20-chapter28-subchapter4-partF&edition=prelim>

Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires to be excluded from a family's income including Bureau of Indian Affairs or Department of Education student assistance programs. These amounts are only excluded up to the cost that covers tuition and other required fees in Section 8 households if the student is the head of household or that person's spouse.

Other Student Financial Assistance

Student financial assistance, not excluded under the HEA for "actual covered costs" of higher education paid directly to the student or to the educational institution on the student's behalf.

Educational Savings Account

Income and distributions from any Coverdell educational savings account or any qualified tuition program under IRS sections 529 and 530.

Minors Earned Income

All earned income of all children under the age of 18, including foster children and foster adults.

Adoption assistance payments

Adoption assistance payments for a child in excess of the amount of the dependent deduction.

Earned income in excess of the amount of the deduction for a minor

All earned income of all children under the age of 18, including foster children.

Earned Income of Dependent Students

Earned income of dependent full-time students in excess of the amount of the dependent deduction.

Baby bonds

Income earned by government contributions to, or distributions from, 'baby bond' accounts created, authorized, or funded by federal, state, or local government.

Payments received for the care of foster children or adults

Payments received for the care of foster children or adults, including State kinship, guardianship care payments, or tribal kinship payments. including state kinship, guardianship care payments, or tribal kinship payments.

State Payments to Allow Individuals with Disabilities to Live at Home

These payments must be made:

- by or authorized by a state Medicaid managed care system or other state agency including: state Medicaid-managed care system, other state agency, or authorized entity
- to a family to enable a family member who has a disability to reside in the family's assisted unit.

Plan to Attain Self-Sufficiency (PASS)

Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

Reimbursements for Health and Medical Care Expenses

Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

Insurance payments and settlements for personal or property loss

Including, but not limited to: payments through health insurance, motor vehicle insurance, and workers' compensation.

Lawsuit Settlements

Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family having a disability.

Reparations for Persecution

Reparation payments paid by a foreign government for claims by people persecuted during the Nazi era.

Tribal Claims Payments

Payments received by tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States. This includes payments from tribal trust settlements. Payments must be excluded from gross income under the Internal Revenue Code or other federal law.

Civil Rights Settlements and Judgements

Civil rights settlements or judgments, including settlements or judgments for back pay.

Reimbursements from other publicly assisted programs

Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program.

Reimbursements for Health and Medical Care Expenses

Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

Resident Services Stipend

Resident service stipends not to exceed \$200 per month. This is a modest amount provided to a resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in the development.

Employment training programs

Incremental earnings and benefits from training programs funded by HUD or qualifying federal, state, tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff.

- Excluded amounts must be received under employment training programs with clearly defined goals and objectives and only excluded during participation in the program unless the amounts are excluded as Federal Financial Aid
- The AHA defines incremental earnings and benefits as the difference between:
- The total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and
- The total amount of welfare assistance and earnings of the family member after enrollment in the program.

In calculating the incremental difference, the AHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

Veterans Aid

Payments related to aid and attendance for veterans under 38 U.S.C. 1521.

Family Self Sufficiency Account

Income earned on amounts placed in a family's FSS is fully excluded from annual income.

Housing "gap" payments

Replacement housing "gap" payments that offset increased rent and utility costs to families that are displaced from one federally subsidized housing unit and move into another federally subsidized housing unit (49 CFR part 24). If the gap is reduced or eliminated because of a subsequent move by the tenant or change in the subsidy, and the tenant continues to receive the payment, the payment that is no longer needed to close the gap should be counted as income.

Deferred Supplemental Security Income, Social Security benefits, or Department of Veterans Affairs disability benefits

Deferred periodic amounts from:

- Supplemental Security Income and Social Security benefits that are received as a lump sum or in prospective monthly amounts, or
- Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

Property Tax Rebates

Refunds or rebates under state or local law for property taxes paid on the dwelling unit.

Loan Proceeds

The net amount disbursed by a lender to a borrower, under the loan terms. Funds may be received by the family or a third party (e.g., educational institution or car dealership)

Lump-sum Payments

Additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.

Military Hostile Fire Pay

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

6.8 Deductions from Income

Link: [24 CFR 5.611; HOTMA](#)

Dependent Deduction

The dependent deduction amount is \$480 (2024). HUD will adjust this amount annually and applies to a family's next annual or interim reexamination after the annual adjustment, whichever is sooner.

Elderly or Disabled Family Deduction

The elderly/disabled family deduction is \$400. Effective upon the AHA HOTMA compliance date, HUD will determine this amount annually.

Anticipating Expenses

Generally, the AHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and non-school periods and cyclical medical expenses), the AHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, the AHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The AHA may require the family to provide documentation of payments made in the preceding year.

6.8.1 Health and Medical Expenses

Health and medical care expenses, as defined in 24 CFR § 5.603, include costs incurred for the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed. Medical insurance premiums continue to be eligible health and medical care expenses.

The sum of unreimbursed health and medical care and reasonable attendant care and auxiliary expenses that exceed 3 percent of the elderly or disabled family's annual income can be deducted from annual income. Effective upon the AHA HOTMA compliance date, this threshold will increase to 10 percent.

6.8.2 Disability Assistance Expenses

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, the AHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work.

Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

The AHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the AHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and the AHA will consider, the family's justification for costs that exceed typical costs in the area.

6.8.3 Both Medical and Disability Expenses

This policy applies only to families in which the head, spouse, or co-head is 62 or older or is a person with disabilities. When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the AHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, the AHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work. When the AHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes.

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

6.8.4 Child Care

Child care is allowed as a deduction from income for children less than 13 years of age. The family must identify the family member(s) enabled to pursue an eligible activity: seeking work, pursuing an education or being gainfully employed. The AHA will determine what is a reasonable amount based on local child care costs.

6.8.4.1 Allowable Child Care Activities and Expenses

For school-age children under 13 years of age, costs attributable to public or private school activities during standard school hours are not considered allowable child care expenses. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, the AHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time.

For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, the AHA may use the schedule of child care costs from the local welfare agency. Families may present, and the AHA will consider, justification for costs that exceed typical costs in the area.

6.8.4.2 Seeking Work

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each re-certification. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by the AHA.

6.8.4.3 Furthering Education

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

6.8.4.4 Being Gainfully Employed

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member

works during a given period, the AHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

6.9 Prior Year Income and Anticipated Income

HOTMA

Effective upon the AHA HOTMA compliance date, the AHA will use the prior year income received by the family to determine household annual income at the annual recertification (unless using the streamlined income determination for sources of fixed income). HUD defines the prior year income as the income received during the preceding 12 months. AHA will review any change of income since the family's last annual reexamination, including those that did not meet the threshold to process an interim reexamination of family income, and non-recurring income when determining prior year income.

Prior to the AHA HOTMA compliance date, the AHA will use Anticipated Income (defined below) to determine the annual income for the annual recertification and determination of family rent.

Anticipated Income:

For the purposes of initial eligibility, new admission and interim recertifications, the AHA will use current income to anticipate the annual household income. In such cases, the AHA will review and analyze current data to anticipate annual income.

Any time current circumstances are not used to project annual income, the decision will be documented in the file. In all such cases the family may present information and documentation to the AHA to show why the historic pattern does not represent the family's anticipated income.

6.10 Future Changes

If the AHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period. The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family.

In such cases the AHA will calculate annual income using current circumstances and then require an interim re-certification when the change actually occurs. This requirement will be imposed even if the AHA's policy on re-certifications does not require interim re-certifications for other types of changes. When participant-provided third-party documents are used to anticipate annual income, they should be dated within 60 days of the documentation request.

6.11 Total Tenant Rent and HAP

Links: [24 CFR 5.628](#); [5.630](#); [5.634](#)

AHA follows HUD regulations for determining the family's portion of rent and the HAP subsidy to the owner.

Total Tenant Payment is the higher of:

- 30% of adjusted monthly income; or
- 10% of monthly income;
- Not less than the Minimum Rent of \$50

Tenant Rent

- Tenant rent is calculated by subtracting the utility allowance for participant supplied utilities (if applicable) from the Total Tenant Payment.
- Where the owner pays for all utilities and provides the stove and refrigerator, Tenant Rent equals Total Tenant Payment.

Rent to Owner

Rent to owner is the greater of:

- The Payment Standard less the Housing Assistance Payment; or
- The Gross Rent less the Housing Assistance Payment
- Minimum rent

6.11.1 Payment Standards

Link: [24 CFR 982.505](#)

The payment standard is used in the calculation of the housing assistance payment for a family. The payment standard for the family is the lower of:

- The unit size shown on the voucher, or
- The size of the actual unit selected by the family.

6.11.1.1 Establishment of Payment Standards

Link: [24 CFR 982.503\(b\),\(c\),\(g\)](#)

The payment standard is set by AHA between 90% and 110% of the HUD published Fair Market Rent (which may include HUD Small Area FMR). AHA will review the payment standard at least annually to determine whether an adjustment should be made. As a reasonable accommodation, AHA may establish an exception payment standard of not more than 120% of the published FMR.

6.11.1.2 Utility Allowances and Utility Reimbursements

Link: [24 CFR 982.517](#); [Notice PIH 2016-05](#)

AHA maintains a Utility Allowance Schedule which is used in the housing assistance payment calculation to assist with the cost of utilities not included in the rent. The utility allowance calculation is based on the lower of:

- The voucher unit size based on AHA subsidy standards
- The size of the actual unit leased by the family
- In the case of a reasonable accommodation, AHA will use utility allowance for the unit size actually leased by the family

When the utility allowance exceeds the family's Total Participant Payment, AHA will provide the family a utility reimbursement payment.

An allowance for participant paid air conditioning will be calculated when central air-conditioning or a portable air conditioner is present in the unit.

AHA will review the utility allowance schedule annually and revise it when needed. Revised utility allowances will be applied in a family's rent calculation at the next annual re-certification.

The AHA has the option of making utility reimbursement payments not less than once per calendar-year quarter, for reimbursements totaling \$45 or less per quarter. In the event a family leaves the program in advance of its next quarterly reimbursement, the AHA will reimburse the family for a prorated share of the applicable reimbursement.

AHA may make reimbursement payments retroactively or prospectively. In the event that AHA chooses to make the reimbursement payments retroactively, AHA will allow a family to request a hardship exemption from the quarterly payments if it results in a financial hardship for the family. If a family receives a hardship exemption, then the AHA may either reimburse the family on a monthly basis or it may make prospective payments to the family, on a quarterly basis.

6.11.1.3 Welfare Rent

Welfare Rent does not apply.

6.12 Minimum Rent and Hardship Exemptions

Link: [24 CFR 5.630; HOTMA](#)

Participants in the housing choice voucher program are eligible for the hardship exception to minimum rent if they meet at least one of the following criteria:

- The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following: (1) implementation of assistance, if approved; or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances. To make a claim under this hardship exemption, the family must provide AHA with proof of application for assistance, or termination of assistance. The proof would be provided by the agency responsible for granting assistance or terminating assistance.

- The family would be evicted because it is unable to pay the minimum rent. For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent or participant-paid utilities. The family must be able to document inability to pay the minimum rent at the time of the request
- The family income has decreased because of changed family circumstances, including the loss of employment. To make a claim under this criteria the loss of employment must not be the result of failure to meet employment requirements by the participant. Changed circumstance as defined in this section includes, but is not limited to:
 - Reduction in work hours
 - Reduction in pay rate
 - Reduction in work force
- If a death has occurred in the family. In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income). The deceased family member must be an income producing member of the household, which contribute to the 30% of income used to calculate the participant's rent.

To make a claim under these provisions the applicant or participant must submit a request, in writing, to the AHA office. The applicant/participant must provide documentation to support the request for a hardship exemption.

- The AHA will make the determination of hardship within 30 calendar days.
- The AHA will require the family to repay the suspended amount within 30 calendar days of the AHA's notice that a hardship exemption has not been granted. The AHA will enter into a repayment agreement in accordance with the AHA's repayment agreement policy.
- If the AHA determines that a qualifying financial hardship is temporary, the AHA will reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

The AHA defines temporary hardship as a hardship expected to last 90 consecutive days or less. Long term hardship is defined as a hardship expected to last more than 90 consecutive days.

The hardship period ends when any of the following circumstances apply:

- At an interim or annual re-certification, the family's calculated TTP is greater than the minimum rent.
- For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost.

- For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

Medical, Disability and Disability Apparatus Expense Threshold Hardship

In the event that the change effective upon the AHA HOTMA compliance date of the medical, disability and disability apparatus expense threshold from an amount exceeding the threshold of three percent to ten percent of the family annual income for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses causes the elderly or disabled family (medical and disability expense) or family with a disabled member (disability apparatus expense) to experience a financial hardship that could not be address through a request for interim recertification, the AHA may provide for a Hardship deduction.

The hardship remedy will be phased in as follows:

- The family will receive an initial hardship deduction totaling the sum of medical/attendant care and auxiliary apparatus expense that exceed 5 percent of annual income.
- Twelve months after the hardship is provided, the family must receive a deduction totaling the sum of expenses that exceed 7.5 percent of annual income.
- Twenty-four months after the initial hardship is provided, the family must receive a deduction totaling the sum of expenses that exceed ten percent of annual income.

Hardship for loss of Childcare Expense

Effective upon the AHA HOTMA compliance date, a family whose eligibility for the childcare expense deduction is ending may request a financial hardship to continue the childcare expense deduction. The AHA will recalculate the family's adjusted income and continue the childcare deduction if the family demonstrates that they are unable to pay their rent because of loss of the childcare expense deduction, and the childcare expense is still necessary even though the family member is no longer employed or furthering his or her education. For purposes of this hardship exemption, the inability to pay rent is defined as the current tenant portion with monthly qualified expense is greater than 40% of family income.

The hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days but may extend such hardship exemptions for additional 90-day periods based on family circumstances. Families receiving a Hardship exemption for Childcare expense must report to the AHA when the circumstances that made the family eligible for the hardship exemption are no longer applicable.

CHAPTER 7: Request for Tenancy Approval and Leasing

After families are issued a voucher, they may search for a unit within the jurisdiction of AHA, or outside of AHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments (HAP) contract with AHA within the time frame listed on the voucher.

7.1 Information to Owners

Link: [24 CFR 982.307\(a\)\(112\); \(b\)\(1\)](#)

It is the responsibility of the owner to determine the suitability of prospective families as the AHA does not screen for suitability as participants. Owners are encouraged to screen applicants for rent payment and eviction history, credit history, prior rental references and damage to units, and other factors related to the family's suitability as a renter. Owners may not discriminate on the basis of race, religion, sex, color, national origin, disability, sexual orientation, gender identity or familial status.

If requested by an owner, AHA will provide any of the following information in writing regarding a family's tenancy history, based on existing documentation relating to:

- Previous owner name, address and phone number
- Current owner name, address and phone number

AHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners. AHA will make an exception to this policy if the family's whereabouts must be protected due to domestic abuse or witness protection, and the protection requirements are documented.

7.2 Allowable Housing Types

Link: [24 CFR 982.601\(b\)\(2\)](#)

The following types of rental units may be leased in the Housing Choice Voucher program, unless designated otherwise:

- Single family detached homes
- Duplexes
- Multi-plexus
- Garden apartments
- Condominiums, townhouses
- High-rises
- Manufactured homes where the tenant leases the mobile home and the pad
- Manufactured homes where the tenant owns the mobile home and leases the pad
- Other multi-family rental housing structures

The following types of housing are not permitted in the HCV program:

- Hotels
- Motels
- Nursing homes
- College or school dormitories
- Other types disallowed by HUD regulations
- Unit occupied by its owner or a person with any interest in the dwelling unit
- Unless its lease was effective prior to June 17, 1998, a family may not lease a property owned by relatives, i.e.: sister, brother, mother, father, spouse, son, daughter, grandmother, grandfather

AHA may permit use of any of the following types of special housing if needed as a reasonable accommodation for a person with disabilities:

- Independent Group Residences
- Congregate Housing
- Single Room Occupancy Facilities
- Shared housing

7.3 Request for Tenancy Approval (RFTA)

Link [24 CFR 982.352\(2\)](#); [982.305](#) & [308-309](#); [982.401](#); [982.507-508](#); [982 Subpart M](#); [Form HUD-52517](#)

Before a family leases a unit, AHA must approve the unit selected by the family. The voucher holder and the owner/landlord must submit the following:

- Complete RFTA, signed by both the family and the owner, including:
 - Dwelling lease
 - Proof of ownership of the unit to be leased (e.g. deed of trust, most recent year tax statement, warranty deed and management agreement, if applicable);
 - The Owner's EIN or social security number;
 - A W-9 form completed by the owner.
 - If the property is in a corporation, the names of all parties
 - Current street mailing address, Post Office Box addresses will not be accepted
 - Business and home telephone number
 - For units constructed prior to 1978, owners must either 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or 2) attach a lead based paint disclosure statement.

The RFTA and all associated documents must be submitted as prescribed by AHA.

The family may submit only one RFTA at a time. When the family submits the RFTA the AHA will review the RFTA for completeness. If the RFTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RFTA, the AHA will notify the family and the owner. The owner will be given 15 days to submit an approvable RFTA from the date of disapproval.

7.3.1 Tenancy Addendum

Link: [24 CFR 982.308](#); [HUD Form 52641](#)

The owner must use the HUD Tenancy Addendum or all provisions in the HUD-required Tenancy Addendum must be added to the owner's lease. If there is a conflict between the owner's lease and the Tenancy Addendum, the terms of the Tenancy Addendum will prevail over any other provisions of the lease.

7.3.2 Dwelling Lease

Link: [24 CFR 982.308\(d\)](#)

When the RFTA and proposed lease are submitted, the AHA will review the terms of the RFTA for consistency with the terms of the proposed lease. If the terms of the RFTA are not consistent with the terms of the proposed lease, the AHA will notify the family and the owner of the discrepancies. The proposed lease must comply with HUD requirements, as well as State and local law. The AHA does not provide a model or standard dwelling lease for owners to use in the HCV program.

- Owners that use a standard lease for units rented to unassisted families must use the same lease, plus the HUD prescribed tenancy addendum for HCV assisted families.
- AHA will review the owner's lease, any optional charges, compliance with regulations, and any house rules.
- Responsibility for utilities, appliances and optional services must correspond to those provided on the RFTA.
- The initial lease term must be for one year.
- The owner must be approved and there must be no conflicts of interest (e.g. owner may not be a relative, etc.).

7.3.2.1 New Lease Required

- If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
- If there are any changes in lease provisions governing the term of the lease;
- If the family moves to a new unit, even if the unit is in the same building or complex.

7.4 Voucher Term

Link: [24 CFR 982.303\(a\)](#)

The initial voucher term is 60 calendar days. The family must submit a Request for Tenancy Approval that is complete and a proposed lease within the 60-day period unless the AHA grants an extension.

7.4.1 Voucher Extensions

Link: [24 CFR 982.303\(b\)](#)

Requests for extensions must be submitted to AHA in writing prior to the expiration of the voucher term. Extensions are permissible at the discretion of the AHA up to a maximum of an additional sixty

days, granted in 30 day increments. The maximum time limit on the voucher term (including extensions) is 120 days, except when a reasonable accommodation is granted for persons with disabilities or to find new housing when an assisted household has to be divided as a result of the violence or abuse covered by VAWA.

AHA is not obligated to grant an extension, but may consider any of the following circumstances in its decision to grant a thirty (30)-day extension of the initial term:

1. The family has demonstrated a reasonable effort to locate suitable housing during the initial term without success.
2. The family has submitted a Request for Tenancy Approval prior to the expiration of the 60-day period, but the unit has not passed Housing Quality Standards.

The AHA may extend the term for an additional thirty (30) days (total of 120 days) for the following special conditions:

1. Extenuating circumstances such as hospitalization, family emergency, etc., that affected the family's ability to locate an acceptable unit within the initial term but are not expected to affect their search during the additional period.
2. The family requires an extension because of the disability of a family member; or
3. Other special circumstances with the approval and at the discretion of the Executive Director or designee.

If the family must move due to the unit not meeting Housing Quality Standards for item(s) that are the responsibility of the owner. In such event, AHA will provide the family with a voucher term of no less than 90 days.

The AHA will promptly decide whether to approve or deny an extension request and will provide the family written notice of its decision.

7.4.2 Voucher Suspension

The AHA will suspend the term of the voucher from the date a complete Request for Tenancy Approval and proposed lease is accepted by the AHA until the date the AHA makes a final determination with respect to that Request for Tenancy Approval. If the family chooses to cancel the Request for Tenancy Approval (RTA), the term of the voucher will be reinstated the date the AHA receives notice the RTA is cancelled by the family.

7.5 Subsidy Standards

Link: [24 CFR 982.401\(d\)](#)

AHA does not determine who shares a bedroom or sleeping area. The unit size on the voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

7.5.1 Subsidy Standards Chart

Link: [24 CFR 982.402](#)

The standards listed below are consistent with HUD requirements and serve as general guidelines when AHA determines the unit size on the family's voucher:

Voucher Unit Size	Number of Persons in Household	
	Minimum Number	Maximum Number
0-BR	1	1
1-BR	1	4
2-BR	2	6
3-BR	3	8
4-BR	4	10
5-BR	5	12
6-BR	6	14

AHA generally assigns one bedroom to two people. Single person families will be allocated a zero or one bedroom, but may receive an exception for an authorized live-in aide. Consideration will be given for medical reasons and the presence of a live-in aide. AHA will also consider the following conditions when determining the smallest number of bedrooms needed on the voucher to house the family without overcrowding:

- Head of household will be assigned one bedroom
- Adults 18 years and older (other than spouses) will not be required to share a bedroom.
- An unborn child will be considered in determining the family unit size.
- Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping area.
- Two minor children of the same sex are assigned one bedroom; however, an additional bedroom may be allowed if there is at least a 10-year age gap.
- Foster children will be included in determining unit size only if they will be in the unit for at least six (6) consecutive months.
- A child who is temporarily placed in foster care will be considered to be a member of the family household.
- Space may be provided for a child who is away at school, but who lives with the family during school recess.
- A household in which the parent shares joint custody of a dependent child will include the child on the lease and will be counted for purposes of establishing occupancy standards for unit size if:

- The head of household is legally entitled to physical possession of the child more than 50% of the time; and
- The child actually physically resides in the unit with the head of household more than 50% of the time; and
- If the child is school age, the head of household is listed as the legal guardian on the child's school enrollment documentation, and the address of record is the head of household's address.
- Authorized live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family.

AHA will only grant increases in voucher size in cases of birth, adoption, court awarded or other legally documented custody. A family who chooses to lease a unit with fewer bedrooms than that listed on the family's Voucher may do so provided the unit size meets Housing Quality Standards which permit a maximum of two persons per living or sleeping room in a unit.

7.5.2 Exceptions to Subsidy Standards

The AHA may grant an exception to its established subsidy standards if it determines the exception is justified by the age, sex, health, handicap or relationship of family members or other personal circumstances. An exception may be granted to allocate a separate bedroom to a family member, if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a reasonable accommodation for a person with disabilities. Written verification of disability and need for the medical equipment may be required by AHA prior to allocation of the separate bedroom.

Exceptions may be granted at the discretion of the Executive Director or designee. A participating family may request a subsidy exception in writing at any time; however, if the family is in the first term of the lease, or in a lease other than month-to-month, or is not eligible for move for any other reason, the request may be denied.

7.5.3 Unit Size Selected by Family

The family may select a different size unit than that listed on the voucher; however, the unit must meet housing quality standards, have a reasonable rent, and the rent must be less than 40% of the family's adjusted income at initial leasing. When calculating the Housing Assistance Payment (HAP), AHA will apply the payment standard and utility allowance for the lower of:

- The unit size shown on the voucher, or
- The size of the actual unit selected by the family.

7.5.4 Under-Housed and Over-Housed Families

The family's Voucher size will be changed only at annual recertification or when the family requests a Voucher to permit the family to move to a new unit after the first year. HQS requirements permit a maximum of two persons per living or sleeping room in the units.

Over-housed families will be issued an appropriate voucher size at the times stated above and may elect to move to a less expensive unit if the family determines it cannot afford its existing unit at the reduced voucher size calculation.

An under-housed family is one whose number of household members exceeds the maximum subsidy size and/or HQS maximum. Under-housed families will be issued an appropriate voucher size and required to move to suitable sized unit.

AHA will also notify the family of the circumstances under which an exception will be granted, such as:

- If a family with a disability is under-housed and in an accessible unit.
- If a family requires the additional bedroom because of a health problem that has been verified by the AHA, and is considered a reasonable accommodation

7.6 Security Deposit

Links: [24 CFR 982.313 \(a\) and \(b\)](#)

The owner may collect a security deposit from the participant. The deposit must be reasonable based on local security deposits charged and those charged by the owner for other assisted and non-assisted units.

7.7 Separate Agreements

Links: [24 CFR 982.451\(b\)\(4\)](#); [24 CFR 982.510\(c\)](#)

The AHA permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease. Any items, appliances, or other services that are not customarily provided to unassisted families as part of the dwelling lease with those families, are not permanently installed in the dwelling unit and where the family has the sole option of not utilizing the item, appliance or service, may be included in a separate non-lease agreement between the owner and the family.

Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited.

Separate non-lease agreements that involve additional items, appliances or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property.

Nonpayment of extra charges from separate agreements may not be considered a violation of the lease covered under the HAP contract.

7.8 Initial Rent Burden

At initial lease, the family's rent cannot be more than 40% of the family's adjusted income. At the family's request, AHA will negotiate with the owner to reduce the rent. If the rent is not lowered to at or below 40% of the adjusted income, the family may not lease the unit.

7.9 Disapproval of RFTA

If AHA determines that the Request for Tenancy Approval cannot be approved for any reason the owner and the family will be notified. AHA will instruct the family of the steps that are necessary to approve the RFTA.

If an RFTA is not approved and the voucher has not expired, AHA will furnish another RFTA to the family to continue searching for eligible housing.

7.10 Owner Disapproval

Links: [24 CFR 982.54d\(8\)](#); [982.306](#); [982.161\(a\)](#)

AHA may disapprove the owner for any of the following reasons:

- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The owner has engaged in any drug-related criminal activity or any violent criminal activity;
- The owner has a history or practice of non-compliance with the HQS for units leased under the participant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- The owner has a history or practice of failing to terminate tenancy of participants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the participant, any member of the household, a guest or another person under the control of any member of the household that: (i) Threatens the right to peaceful enjoyment of the premises by other participants; (ii) Threatens the health or safety of other participants, of employees of the AHA, or of owner employees or other persons engaged in management of the housing; (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or (iv) Is drug-related criminal activity or violent criminal activity;
- The owner has a history or practice of renting units that fail to meet state or local housing codes;
- The owner has failed to pay or has failed to certify to the payment of county, school, or city taxes, and/or assessments on municipal services; or
- The owner is the parent, child, grandparent, grandchild, spouse, sister, or brother of any member of the family, unless the AHA approves a reasonable accommodation for a family member who is a person with disabilities.

- When HUD has informed AHA that disapproval is required because:
 - Owner has been disbarred, suspended, or subject to a limited denial of participation
 - Federal government has instituted an administrative or judicial action against the owner for violating the Fair Housing Act or other federal equal opportunity requirements and such action is pending;
 - Court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

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

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, AHA may debar or suspend the owner from future participation in AHA's programs. AHA may terminate some or all contracts with the owner.

The AHA must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- Any present or former member or officer of the AHA (except a participant commissioner)
- Any employee of the AHA, or any contractor, subcontractor or agent of the AHA, who formulates policy or who influences decisions with respect to the programs
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs
- Any member of the Congress of the United States

HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. The AHA must submit a waiver request to the appropriate HUD Field Office for determination. Any waiver request submitted by the AHA must include the following:

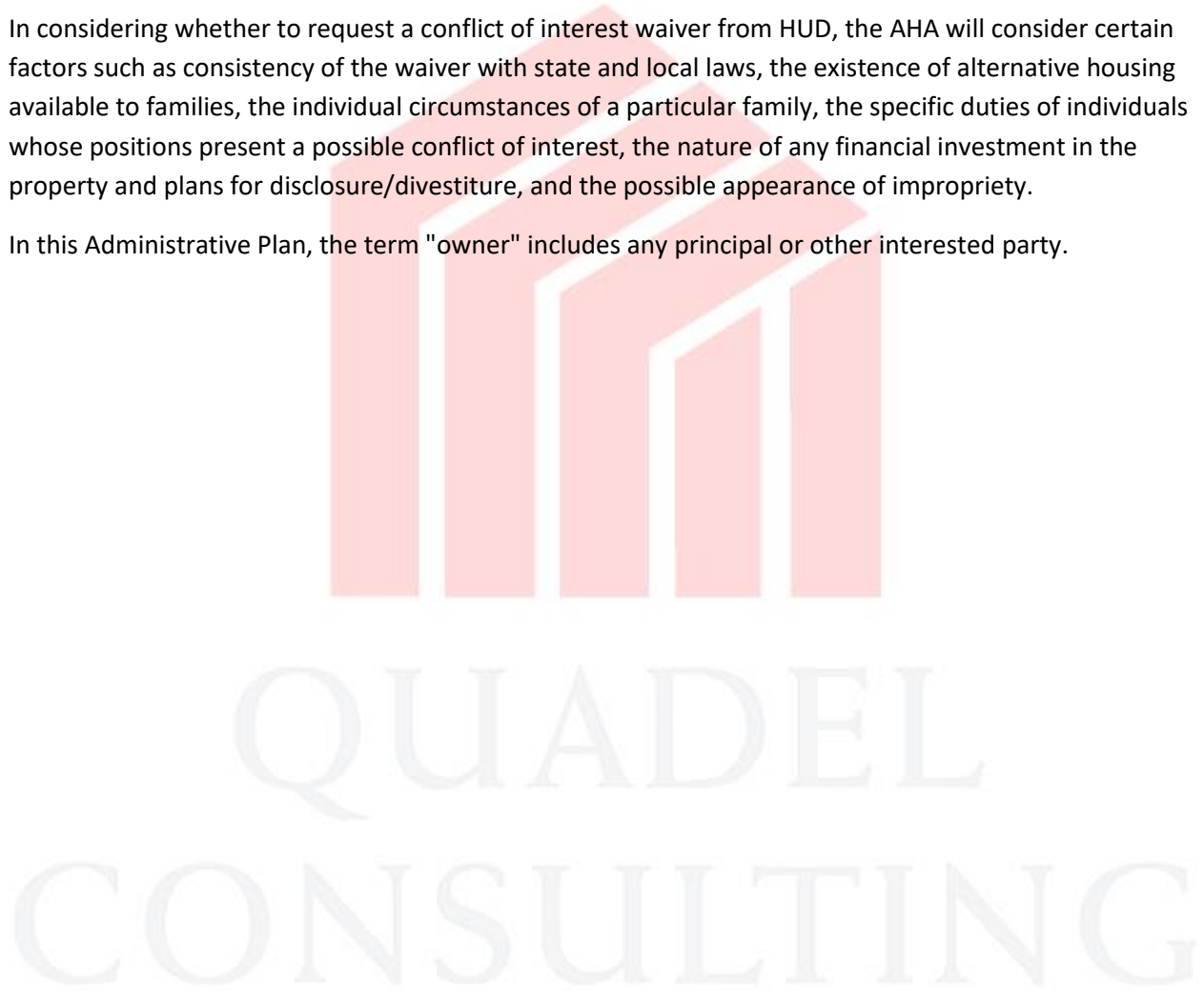
- Complete statement of the facts of the case;
- Analysis of the specific conflict of interest provision of the HAP contract and justification as to why the provision should be waived;
- Analysis of and statement of consistency with state and local laws. The local HUD office, the AHA, or both parties may conduct this analysis. Where appropriate, an opinion by the state's attorney general should be obtained;
- Opinion by the local HUD office as to whether there would be an appearance of impropriety if the waiver were granted;
- Statement regarding alternative existing housing available for lease under the HCV program or other assisted housing if the waiver is denied;
- If the case involves a hardship for a particular family, statement of the circumstances and discussion of possible alternatives;
- If the case involves a public official or member of the governing body, explanation of his/her duties under state or local law, including reference to any responsibilities involving the HCV program;

- If the case involves employment of a family member by the AHA or assistance under the HCV program for an eligible AHA employee, explanation of the responsibilities and duties of the position, including any related to the HCV program;
- If the case involves an investment on the part of a member, officer, or employee of the AHA, description of the nature of the investment, including disclosure/divestiture plans.

Where the AHA has requested a conflict of interest waiver, the AHA may not execute the HAP contract until HUD has made a decision on the waiver request.

In considering whether to request a conflict of interest waiver from HUD, the AHA will consider certain factors such as consistency of the waiver with state and local laws, the existence of alternative housing available to families, the individual circumstances of a particular family, the specific duties of individuals whose positions present a possible conflict of interest, the nature of any financial investment in the property and plans for disclosure/divestiture, and the possible appearance of impropriety.

In this Administrative Plan, the term "owner" includes any principal or other interested party.



CHAPTER 8: Housing Quality Standards and Inspections and Rent Reasonableness

Links: [24 CFR 982.305](#); [982.401](#); [982.404](#); [982.405\(b\)](#); [HOTMA §101\(a\)\(1\)](#)
<https://www.hud.gov/sites/dfiles/PIH/documents/pih2020-19.pdf>; [PIH-2020-31 \(hud.gov\)](#)

AHA will use HUD's current inspection standards. Effective October 2024 (or later if allowed by HUD), AHA will implement NSPIRE inspection standards.

The owner must maintain the unit in accordance with Housing Quality Standards. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible.

In addition to Housing Quality Standards, the AHA requires functioning smoke detectors be present for each bedroom or room used for sleeping. It is the family's responsibility to maintain charged batteries at all times, in all smoke detectors that use batteries for either a primary or secondary source of power.

The AHA recommends rental units have the following:

1. Carbon Monoxide Detectors

- a. Carbon monoxide detectors for each unit installed in accordance with the manufacturer's recommendations.

2. Heating System Certification

- a. The owner should obtain certification that the heating system has been serviced and is in safe operating condition.

AHA performs four types of inspections:

- Initial Inspections
- Biennial Inspections
- Special/Complaint Inspections
- Quality Control Inspections

AHA adheres to Housing Quality Standards (HQS) standards as established in 24 CFR 982.401 to perform all required inspections. Interpretative guidance for HQS acceptability criteria is taken from Form HUD 52580-A dated 9/00, the HUD Housing Inspection Manual and AHA Inspection Policy and Procedure memoranda. AHA may also accept an alternate inspection from AHA-approved entities (e.g. city code) if AHA can reasonably determine from the result of that inspection that the unit would meet Housing Quality Standards.

AHA may rely on an alternative inspection (an inspection conducted for another housing program) provided AHA obtains the results of the alternative inspection and if HCV units are included in the population of that housing program's unit population. Alternative housing program inspections include:

- HOME Investment Partnerships
- Low-Income Housing Tax Credits housing
- Inspections performed by HUD

Units in mixed-finance properties assisted with project based vouchers will be inspected at least triennially. AHA will maintain reports for inspections conducted using an alternative inspection method for at least three years from the date of the latest inspection.

The owner and the family will be notified in writing of the results of all failed inspections.

8.1 Initial Inspections

Inspections will be conducted prior to a family's leasing of a unit under the Housing Voucher Program. Once a family submits a Request for Tenancy Approval ("RFTA"), the AHA will promptly process the request, and the inspector will schedule an appointment with the owner and/or family to occur generally within fifteen (15) days of the RFTA submission. The RFTA must be properly completed and signed by both the family and owner before the AHA will process the request and inspect the unit.

The owner or owner's representative must be present at the initial inspection and any re-inspection. The family is permitted but not required to be present. All utilities must be in service at the initial inspection or the inspection will fail. For the re-inspection, the utilities must be turned on.

The unit must have an operating oven, a stove or range, and refrigerator, which may be supplied by the owner or family. If the family is responsible for providing the stove and/or refrigerator, AHA may allow the stove and/or refrigerator to be placed in the unit after the passed inspection. The AHA will only execute the HAP contract following receipt of a signed certification from the family that the appliances are in the unit and working. AHA may conduct a confirmatory inspection to check the appliances.

AHA will conduct the initial inspection generally within 15 days after receiving a completed RFTA from the family and the unit is ready for inspection. Once the unit passes the HQS, AHA may make assistance payments retroactively, dating back to the beginning of the assisted lease term, which is the effective date of the HAP contract.

If the unit fails the initial HQS inspection, the owner will be notified of the deficiencies and provided up to 30 days to correct deficient items. The owner is required to contact AHA within the required timeframe to advise the repairs have been made. If the unit fails the re-inspection, the family must select another unit. AHA may agree to conduct a second re-inspection when requested and there is good cause to grant the request.

AHA may also permit the occupancy of a unit prior to HQS if the unit has passed an alternative inspection as noted in this Plan.

8.2 Biennial HQS Inspections

Link: [24 CFR 982.405\(a\)](#)

An adult family representative must be present at the inspection. If an adult cannot be present on the scheduled date, the family must contact AHA to reschedule the inspection. Inspections may be rescheduled once.

If the family misses the first scheduled appointment without notifying AHA before the inspection, the AHA will automatically schedule a second inspection. If the family misses two scheduled inspections without AHA approval, the AHA will consider the family to have violated its obligation to make the unit available for inspection.

8.3 Special Inspections

The AHA will conduct a special inspection if the owner, family, or another source reports HQS violations in the unit. An adult family representative must be present for the inspection. During a special inspection, AHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled the AHA may elect to conduct a full inspection.

8.4 Quality Control Inspections

Link: [24 CFR 982.405\(b\)](#)

AHA will conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS. An adult family representative must be present for the inspection.

8.5 Scheduling Inspections and Family Attendance

Link: [24 CFR 982.551\(d\)](#)

The family must allow the AHA to inspect the unit at reasonable times with reasonable notice. The family and owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections are generally scheduled during business hours Monday through Friday, with rare after hours or non-business days scheduled when circumstances dictate the need. In the case of a life-threatening emergency, the AHA will give as much notice as possible, depending on the nature of the emergency.

8.5.1 Missed and Rescheduled Inspections

An owner is not allowed to cancel a biennial, special or quality control inspection. The family may only request to cancel and reschedule the inspection for good cause: e.g. unavoidable conflict, hospitalization, etc. AHA may require the family provide documentation in support of the request. The family may only cancel and reschedule the inspection and/or any subsequent re-inspections once. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within AHA's designated timeframe established to ensure compliance with HUD mandated deadlines.

AHA will process termination of family program assistance and inform the owner of contract unit termination when the following occurs:

- The family cancels, does not allow entry, or fails to have an adult present on two consecutive scheduled inspections.
- The family cancels or fails to be present at the first scheduled inspection and fails to reschedule the inspection.
- If the family does not allow entry, is not present for the inspection, or fails to have an adult present, the attempted inspection is considered a failed inspection.

8.6 Emergency Inspections and Life-threatening Conditions

If a participant or government official reports a condition that is life-threatening, AHA will inspect the unit within 24 hours.

When any inspection identifies HQS failures, the AHA will determine if the failure is a life-threatening condition.

Items considered life threatening or of an emergency nature include but are not limited to the following:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit
- Inoperable smoke detectors

When life-threatening conditions are identified, the AHA will immediately notify both parties by telephone, fax or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of the AHA's notice.

When failures that are not life-threatening are identified, the AHA will send the owner and the family a written notification of the inspection results. The written notice will state that the re-inspection will occur within 30 days. The owner must contact AHA when the unit is ready for re-inspection within the 30 day time requirement or request an extension.

8.6.1 Abatement of HAP

The notice of inspection results will inform the owner that if life-threatening conditions are not corrected within 24 hours, and non-life threatening conditions are not corrected within the specified time frame (or any AHA-approved extension), the owner's HAP will be abated in accordance with AHA policy.

The AHA will make all HAP abatements effective the first of the month following the expiration of the AHA specified correction period (including any extension).

- The AHA will inspect abated units following the owner's notification that the repairs have been completed.
- Payment will resume effective on the day the unit passes inspection.
- The maximum length of time that HAP may be abated is 30 days.
 - However, if the owner completes corrections and notifies the AHA before the termination date of the HAP contract, the AHA may rescind the termination notice if (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection.

During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

If the owner is unable to gain access to the unit to make repairs due to the family's lack of cooperation, the owner enforce the lease and advise AHA of the lease violation.

In the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any AHA-approved extension, if applicable) the family's assistance will be terminated in accordance with AHA policy.

8.7 HQS Certifications

Link: [24 CFR 982.404\(a\)\(3\)](#); [Notice PIH 2011-29](#)

At AHA's sole discretion, AHA will either complete a re-inspection or allow the owner and participant to submit a Certification of Work Completed Notice.

If the owner is eligible to submit a self-certification, the Certification must be submitted to AHA within the designated timeframe, must also contain the participant's signature, and documentation of the completed work must be attached, i.e. receipts, pictures, etc. Units where verification of repair by self-certification and/or photographs are used, may be subject to additional quality control inspections.

It is the owner's responsibility to obtain the participant's signature on the Certification and to submit the form to AHA within the designated timeframe unless an extension is granted.

AHA may utilize a Certification when the repairs required are minor. The unit is not eligible for a Certification and must be re-inspected in the following circumstances:

- The owner is on the Re-inspection Required List
- The unit has numerous failed items e.g. more than seven non-life threatening deficiencies
- The fail is an emergency, 24-hour repair item

8.8 Extensions

Link: [24 CFR 982.404](#)

AHA will not grant extensions for life-threatening conditions. For conditions that are not life-threatening, the AHA may grant an exception for correcting the failed item(s), if the AHA determines that an extension is appropriate. Extensions will be granted in cases where the AHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

- A repair cannot be completed because required parts or services are not available.
- A repair cannot be completed because of weather conditions.
- A reasonable accommodation is needed because the family includes a person with disabilities.

Due to unpredictable weather during the months of November through March, the AHA may allow the landlord to delay correcting exterior deficiencies that exist in such areas as painting and concrete. The AHA will take into account the severity of the deficiency in making a determination to approve an extension of time. All work must be completed by May 31 of the given year.

8.9 Family Responsibilities

Link: [24 CFR 982.551\(d\)](#), [24 CFR 982.404\(b\)](#)

The family is responsible for correcting inspection failures caused by:

- Family-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.

AHA will terminate the family's assistance if the family:

- Fails to correct a violation within the period allowed by the AHA (and any extensions);
- Fails to allow the owner entry into the unit to complete repairs.

8.10 Owner Responsibilities

Link: [CFR 985.3\(f\)](#)

The owner is responsible for all HQS violations not listed as a family responsibility above. In order for a unit that has failed two consecutive inspections to be scheduled for a third inspection the owner must provide AHA with written certification that all deficiencies have been corrected. Only upon receipt of this certification will additional inspections be scheduled. AHA requires that the Owner or an authorized representative of the Owner participate in such re-inspections.

8.10.1 Lead Safe Homes Rule

Link: [HUD PIH Notice 2017-13](#)

For Housing Choice Voucher (HCV) units, when a child under 6 is identified with an elevated blood lead level (EBLL), the Owner is responsible for:

- Initial notification of a confirmed case to HUD: In the event that the owner becomes aware of the above, the Owner must notify AHA, who will collaborate with notification to the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes of the case – that is, the child's address – within 5 business days.
- Initial notification of the public health department, when necessary: When the owner is notified of the case by any medical health care professional other than the public health department, the owner will notify AHA, who will notify the public health department of the name and address of the child within 5 business days.
- Verification of the case, when necessary: When the owner receives information from a person who is not a medical health care provider that a case may have occurred, the owner should immediately convey the information to AHA so the AHA may notify the public health department, if AHA has indicated, or indicates at this time, that it wishes to collaborate with the owner on implementation of the rule, as described in PIH Notice 2017-13 and as follows.
 - Control of lead-based paint hazards: Completing the reduction of lead-based paint hazards in the index unit and common areas servicing that unit that were identified by the environmental investigation conducted by the PHA within 30 calendar days, using a

certified lead-based paint abatement firm or certified lead renovation firm. Work will include occupant protection, and clearance of the unit and common areas servicing that unit by an independent certified risk assessor or a trained dust sampling technician working under the risk assessor in accordance with section 35.1340.

- Notification to other residents: As already required by the LSHR, in a multiunit property, the owner must notify all residents of lead evaluation and hazard control activities.
- Ongoing maintenance: Maintaining covered housing without deteriorated paint if there is child under 6 in the family in accordance with sections 35.1220 and 35.1355(a).

8.11 Rent Reasonableness

Link: [24 CFR 982.507](#); [982.305\(a\)](#); [982.505 9\(c\)\(3\)](#)

At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent determined by AHA. Rent reasonableness determinations may be completed by AHA at any time and will be completed:

- At initial lease up
- When an owner requests a rent increase
- If the FMR is decreased by 10% or more

AHA will determine and document on a case-by-case basis that the approved rent:

- Is reasonable in comparison to rent for other comparable, unassisted units in the market, and
- Does not exceed rents currently charged by the same owner for an equivalent assisted or unassisted unit in the same building or complex.

8.11.1 Decreases in the Fair Market Rent

In the event that HUD FMRs or AHA payment standards decrease, AHA will allow families that are currently under a HAP contract to continue to use the payment standard in effect for the currently leased unit. However, in the event that the family moves to a new unit, the new or current payment standard will be applied to the voucher.

8.11.2 Methodology

The AHA collects and maintains data on market rents in the AHA's jurisdiction for unit rent reasonableness. Information sources may include newspapers, the Internet, realtors, market surveys, inquiries of owners, owner information listed on the RFTA, and other available sources. The data is maintained by bedroom size and market areas. Market areas may be defined by zip codes, census tract, neighborhood, and identifiable natural or man-made boundaries. The data is updated on an ongoing basis.

The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable unassisted units in the same market area. Because units may be similar, but not exactly like the unit proposed for HCV assistance, the AHA utilizes a simplified rent reasonableness system that compares

similar units and includes and considers the HUD factors. Information is gathered on unassisted rental units in the AHA market area, and each unit is rated using the AHA's rent reasonableness system. Using an automated method, the average rents are identified for units of like size and type within the same market area.

AHA will verify with the owner any rent concessions on the unit proposed for HCV assistance. AHA will factor in the rent concession to determine the actual amount of rent for the purpose of rent reasonableness.

The AHA will notify the owner of the unit's rent reasonableness amount. The owner may submit information about other comparable units in the market area within AHA's required timeframe. The AHA will confirm the accuracy of the information provided and consider this additional information when making final rent reasonableness determinations.

By signing the HAP contract and accepting each monthly HAP payment, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. AHA will not consider rent increase requests until after the initial occupancy period and only if the unit is not in failed HQS status.

8.12 Remote Video Inspections

AHA may use a remote video inspection (RVI) method to conduct a housing quality standards inspection. An RVI inspection will require the use of an AHA approved proxy inspector and may be limited to units that do not have a history of failed inspections.

CHAPTER 9: Housing Assistance Payment Contract

Link: [Form HUD 52641-a](#)

AHA makes every effort to execute the HAP contract with the owner as quickly as possible on or after the unit passes inspection and all required documents have been submitted. Required documents include:

- Executed lease between the owner and the participant
- Ownership and tax documents stated in the RFTA section of this Plan

9.1 HAP Payments

Link: [24 CFR 982.451\(a\)\(5\)](#)

Once the HAP Contract is executed, AHA will process housing assistance payments to the owner the first of the following month. The HAP contract is not effective until the unit has passed HQS. AHA is not responsible for any part of the rent prior to the date the unit passes inspection and the HAP contract is fully executed.

AHA will make Housing Assistance Payments to the owner in accordance with the HAP Contract, as long as the family continues to occupy the unit and the contract is not in violation. By accepting the monthly HAP payment, the owner certifies that: the family is still in the unit, the owner is in compliance with the contract, the unit is HQS compliant, and that the rent to the owner is not more than the rent charged by the owner for comparable unassisted units.

The Housing Assistance Payment to the owner may never exceed the rent charged by the owner, and is the lower of the:

- Payment Standard minus the Total Participant Payment, or
- Gross rent minus the Total Participant Payment.

Owner payments will be placed on hold if:

- The unit fails HQS
- Ownership of the unit has changed
- Unit ownership is in question
- Any other reason AHA determines that the HAP contract may have been breached

9.2 Owner Rent Increases

Link: [24 CFR 982.308\(g\)\(4\)](#); [982.309\(a\)\(3\)](#)

After the initial lease period, the owner may request a rent increase according to the terms in the lease. All rent increases must be submitted in writing to AHA by the owner, along with a copy of the rent increase notice to the participant. The owner must provide 60 days advance notice to the participant and the rent increase must be requested in AHA's prescribed format.

AHA will advise the participant and owner if the rent increase is approved. If approved, the rent adjustment will be effective the first day of month on or after the contract anniversary date or 60 days following receipt of the owner request on the first of that month, whichever is later. If the rent is not reasonable and the owner is unwilling to negotiate an approvable rent amount, the participant will be issued a voucher to move and the HAP contract will be terminated. Only one increase every twelve months is permitted.

AHA may, due to HUD funding constraints, limit and/or suspend rent increases. AHA will not approve any rents for existing HCV participants that exceed the rent charged to unassisted families in comparable units who have been in the property for approximately the same amount of time.

9.3 Unit Ownership Changes

AHA must receive a written request by the initial owner in order to change the HAP Contract payee and/or the address to which payment is to be sent. AHA will process a change of ownership provided the following documents are received from the new owner:

- Proof of ownership, i.e. copy of escrow statement, deed of trust, or other document showing the transfer of title.
- Completed W9 with Social Security or Tax Identification Number.
- In cases where the owner has elected to utilize the services of a property management company or has otherwise designated an agent to act on his/her behalf, AHA may request a copy of the management or agent agreement, a statement from the owner identifying the individual/s authorized to execute HAP Contracts on his/her behalf in addition to proof of ownership documentation.
- AHA utilizes direct deposit as the method of payment of HAP obligations. Owners are required to provide a Tax Identification Number (TIN) or a Social Security Number that matches their banking information. AHA will not enter into a contract where the owner is unable to establish a TIN/SSN that matches names or entities identified on ownership documents or where the owner elects not to accept direct deposit.
- Owner Certification
- The effective date of the HAP contract assignment.
- A certification that the new owner is not a prohibited relative.
- When a change in ownership occurs, the new owner legally assumes the current lease and the current HAP contract. At AHA's or the new owner's request a new HAP contract may be executed, however the lease terms remain the same and new HAP term matches the existing lease.

9.4 HAP Contract Terminations

Link: [24 CFR 982.311\(b\)](#)

All terminations of a HAP contract initiated by AHA will be sent in writing to the owner and family.

Automatic termination of HAP payments result when:

- A family vacates the unit either in violation of the lease or by mutual agreement with the owner before termination of the lease/contact
- The lease is terminated by the owner or the family
- The owner will not renew the HAP contract or extend the current lease
- The sole participant dies
- There has been no HAP for 180 calendar days
- AHA terminates assistance for the family
- HQS space requirements are not met or the unit failed HQS and has not been repaired in the required timeframe
- Owner violations of the HAP contract
- Family obligation violations

AHA may terminate the HAP contract when HUD funding is insufficient.

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

If the family continues to occupy the unit after the HAP contract is terminated, the family is responsible for the total amount of rent due to the owner.

The owner may terminate the lease at the end of the lease term or at any time for lease violations. The owner must use the termination proceedings as prescribed in the lease and contract; the owner can:

- Institute court action, using the grounds for eviction cited in the lease;
- Try to obtain a mutual rescission of the lease with the participant. The mutual rescission must be signed by both parties and indicate the reason for the rescission.
- Issue proper notice not to renew the Lease Agreement.

If the owner has begun eviction and the family continues to reside in the unit, AHA will continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the family. HAP payment will stop the first of the month following the legal eviction or the date the family moves from the unit whichever is earlier.

If an eviction is due to other than lease violations and if AHA has no other grounds for the family's termination of assistance, and if the family is eligible to move; AHA may issue a new voucher to the family.

The owner may not terminate tenancy for the AHA's failure to pay the housing assistance payment.



QUADEL
CONSULTING

CHAPTER 10: Verifications

Links: [24 CFR 982.516](#), [24 CFR 982.551](#), [24 CFR 5.230](#), [24 CFR 5.609\(d\)](#); [Notice PIH 2010-19](#); [Notice PIH 2013-23](#), [HCV GB p5-17](#).

The family must supply any information that AHA or HUD determines necessary to the administration of the program and must consent to the AHA verification of that information. All adult applicants and participants must sign the [HUD-9886, Authorization for Release of Information](#). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Failure to sign consent forms will result in denial of admission for applicants and lease termination for participants. The family will be informed of the denial or termination in accordance with AHA policies, and will be provided information on requesting an informal hearing.

At the time of initial eligibility determination and reexamination, applicants and participants will be required to certify to all information they provide to AHA and to sign verification forms permitting the release of information. The following information will be verified to determine eligibility for initial and continued participation in AHA's HCV programs:

- Household composition
- Annual Income
- Assets and Asset Income
- Deductions from Income
- Social Security Numbers of all household members
 - Pending disclosure and documentation of social security numbers, the AHA will allow the family to retain its place on the waiting list for 90 days. If not all household members have disclosed their SSNs at the next time a voucher becomes available, the AHA will offer a voucher to the next eligible applicant family on the waiting list.
 - Citizens and lawfully present noncitizens who state that they have not been assigned an SSN by the SSA will make such declaration in writing and under penalties of perjury to AHA.
 - If the family provides an unacceptable document, the AHA will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the AHA within 60 days.
 - If the family certifies that the required evidence is temporarily unavailable and it needs more time, the AHA may provide an extension of up to 30 days to submit evidence of eligible status, if the family has submitted the required declaration of eligible immigration status. To obtain an extension, the family must also certify that prompt and diligent efforts will be undertaken to obtain the evidence.
 - Once an individual's status is classified as "verified" in HUD's EIV system, the AHA may remove and destroy copies of documentation accepted as evidence of social security numbers.
- Applicant Criminal History Information

- Citizenship or eligible immigration status
- Preferences

10.1 Methods of Verification

Link: [Notice PIH 2018-18](#); [Notice PIH 2023-27](#)

AHA uses HUD's hierarchy of verifications, in the following order:

- Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system and Income Validation Tool (IVT) (Mandatory)
- Up-front Income Verification (UIV) using a non-HUD system
- Written Third Party Verification provided by applicant or participant
- Written Third-party Verification Form
- Oral Third-party Verification
- Self-Certification/ Tenant Declaration

10.1.1 EIV Verification Process

Link: [24 CFR 5.233](#); [PIH 2018-28](#)

The AHA uses HUD's Enterprise Income Verification (EIV) system and the EIV Income Validation Tool and reports to verify participant employment, earned income, unemployment benefits, and social security (SS), and supplement security income (SS) benefits information at annual and interim re-certifications. Effective upon the AHA HOTMA compliance date, EIV data will only be reviewed for interim recertifications for families that are reporting zero income and for other administrative purposes as deemed necessary by AHA. The AHA will also use HUD's EIV system to monitor potential duplicate subsidies, deceased individuals, household member identity, under and non-reported income, and immigration status.

EIV and IVT are not available for verifying income of new applicants.

AHA's EIV Procedure is stated in the AHA Enterprise Income Verification Procedure.

10.1.2 Requirements for Non-EIV Verifications

The AHA's requirements for non-EIV verifications provided by the applicant or participant are:

- Any third party documents supplied by the applicant or participant used for verification must be original or authentic documents and must be dated within 60 days of the request date. The documents must not be damaged, altered or in any way illegible.
- Print-outs from web pages are considered acceptable documents.
- The AHA staff member who views the document will make a photocopy, note the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

10.1.3 Third Party Written Verifications

Third-party verification forms will be sent when third-party verification documents are unavailable or are rejected by the AHA and will be sent directly to the third party.

The AHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$5,000 **and** the family has original documents that support the declared amount.

The AHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense **and** the family has original documents that provide the necessary information.

10.1.4 Third Party Oral Verifications

AHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

10.1.5 Family Self-Certifications

Link: Notice [PIH 2013-03](#)

The documents in the application packet and annual re-certification packet serve as the family's self-certifications. When the AHA is unable to obtain third-party verification, the AHA will document in the family file the reason that third-party verification was not available. When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the AHA. AHA may require the family to certify that a family member does not receive a particular type of income or benefit. The self-certification must be made in a format acceptable to the AHA and must be signed by the family member whose information or status is being verified.

10.2 Eligibility Verifications

The following information will be verified to determine eligibility for initial and continued participation in AHA's HCV programs:

- Household composition, demographics and type (Elderly/Disabled/Non-elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Income
- Social Security Numbers of all household members
 - Pending disclosure and documentation of social security numbers, AHA will allow the family to retain its place on the waiting list for 90 days. If all household members have not disclosed their SSNs at the next time a voucher becomes available, AHA will offer a voucher to the next eligible applicant family on the waiting list.

- Citizens and lawfully present noncitizens who state that they have not been assigned an SSN by the SSA will make such declaration in writing and under penalties of perjury to AHA.
- If the family provides an unacceptable document, AHA will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to AHA within 60 days.
- If the family certifies that the required evidence is temporarily unavailable and it needs more time, AHA may provide an extension of up to 30 days to submit evidence of eligible status, if the family has submitted the required declaration of eligible immigration status. To obtain an extension, the family must also certify that prompt and diligent efforts will be undertaken to obtain the evidence.
- Once an individual's status is classified as "verified" in HUD's EIV system, AHA may remove and destroy copies of documentation accepted as evidence of social security numbers.
- Applicant Criminal History Information
- Citizenship or eligible immigration status

10.3 Legal Identity Verification

The AHA will require families to furnish verification of legal identity for each household member. A photo ID is required for each adult family member. Legal identity will be verified at application and on an as needed basis. Only the following identify documents are acceptable, in addition to the photo ID for each adult:

- Adults: Birth Certificate, Naturalization Papers, Current U.S. Passport, or U.S. Military discharge (DD214)
- Children: Birth Certificate, Adoption Papers, Court Award documents, Social Service Agency Award documents

10.3.1 Student Status Verification

The AHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family claims full-time student status for an adult other than the head, spouse, or co-head; or
- The family claims a child care deduction to enable a family member to further his or her education; or
- The family includes a student enrolled in an institution of higher education.

10.3.2 Student Head of Households

Link: [Federal Register / Vol. 81, No. 183 / Wednesday, September 21, 2016 / Notices](#)

AHA may provide housing assistance to Independent Student Head of Households who are defined by meeting one of the following characteristics:

The individual is 24 years of age or older;

- a. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
- b. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
- c. The individual is a veteran of the Armed Forces of the United States (as defined in subsection (c)(1) of HEA) or is currently serving on active duty in the Armed Forces for other than training purposes;
- d. The individual is a graduate or professional student;
- e. The individual is a married individual

AHA will verify the Student Head of Household using the following:

- Previous address information to determine evidence of a separate household, or verifying the student meets the U.S. Department of Education's definition of "independent student";
- Reviewing a student's prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of "independent student"; and
- Written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income. (Except if the student meets the Department of Education's definition of "independent student"

10.3.3 Disabled Status Verification

For family members claiming disability who receive disability payments from the SSA, the AHA will use HUD's EIV system to verify the disability. If documentation from HUD's EIV System is not available, the AHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), the AHA will ask the family to request a benefit verification letter by either calling the SSA at 1-800-772-1213, or by requesting it from www.ssa.gov.

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability.

10.4 Verification of Assets

Link: [24 CFR 960.259](#), [982.516](#), [Notice PIH 2016-05](#); [HOTMA](#)

For a family with net assets equal to or less than \$5,000 (following the AHA HOTMA compliance date, this amount will be \$50,000 and adjusted annually by HUD), the AHA may accept the family's declaration without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income. Net family assets are defined in 24 CFR 5.603.

The AHA may accept a family's declaration that they do not have any present ownership interest in any real property without taking additional steps to verify the accuracy of the declaration for all recertifying families.

The AHA will obtain third-party verification of assets at eligibility determination and every three years thereafter.

10.5 Use of other Federal Means Program Income Determinations

[HOTMA](#)

The AHA may determine the family's income prior to the application of any deductions applied based on income determinations made within the previous 12-month period from the following means-tested forms of Federal public assistance programs:

- The Temporary Assistance for Needy Families (TANF)
- Medicaid
- The Supplemental Nutrition Assistance Program (SNAP)
- The Earned Income Tax Credit
- The Low-Income Housing Credit (LIHTC)
- The Special Supplemental Nutrition Program for Woman, Infants, and Children
- Supplemental Security Income (42 U.S.C. 1381 et seq.).
- Other means-tested forms of Federal public assistance for which HUD has established a memorandum of understanding.
- Other federal benefit determinations made by other means-tested federal programs that the Secretary determines to have comparable reliability and announces through a Federal Register notice.

If the family presents AHA with multiple income determinations either from one or more of the above listed programs, AHA will use the most recent income determination to establish the annual income prior to deduction/allowances.

CHAPTER 11: Ongoing Program Operations

11.1 Annual Re-Certifications

Links: [24 CFR 982.516](#); [24 CFR 5.612](#)

The AHA will conduct a re-certification of income and family composition annually. The AHA will begin the annual re-certification process approximately 120 days in advance of the scheduled effective date. If the family size has changed, AHA will increase or decrease the voucher size as appropriate at the annual re-certification. The annual re-certification will be effective on the first of the month.

Annual re-certifications may be completed by mail, electronically on-line or in person. The participant and all adult family members must complete and submit all the required documents within the specified period of time. Family composition and all family income is reviewed at the time of annual re-certification. If the family size has changed, AHA will increase or decrease the voucher size as appropriate at the annual re-certification.

The current utility allowance schedule will be used to complete the annual re-certification.

If any documents are missing from the file (social security cards, birth certificates, citizen declaration forms, etc.) the participant is required to provide the documents upon request (at annual re-certification, interim certification, or at any time requested by AHA).

The annual re-certification will not re-verify eligibility income limits except where the Head of Household is a full time student.

AHA may follow up by telephone, email and/or require in-person appointments with participants, as needed to request additional information, seek clarification, review reexamination documents, and/or conduct quality control.

Participants will be provided up to two opportunities to complete the re-examination requirements within the prescribed timeframes. Persons with disabilities who require assistance completing required documents will be granted a reasonable accommodation to complete documents within prescribed timeframes. If all documents and information are not submitted to AHA within the timeframe, and any allowed extensions, the voucher will be terminated effective on the participant's reexamination effective date for the family's failure to comply with their family obligations. Termination processes begin after one failure to return mailed documents plus one missed appointment, two missed appointments, or other opportunities as provided (e.g. on-line, via telephone, mail, etc.).

If requested as an accommodation by a person with a disability, the AHA will provide the notice in an accessible format. Persons with disabilities and elderly who are unable to come to the AHA's office will be granted an accommodation by conducting the interview at the person's home or by mail, upon verification that the accommodation requested meets the need presented by the disability. All adult

members of the household must attend the interview. If the head of household cannot attend the interview, the appointment will be rescheduled. The spouse/co-head may also recertify for the family, provided that the head of household comes in within 10 days to recertify. If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the AHA, the AHA will reschedule a second appointment. If the family fails to appear for the second appointment, and has not rescheduled, the AHA will send the family a notice of termination. Exceptions to these policies may be made by the Housing Choice Voucher Director if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if a requested as a reasonable accommodation from a person with a disability.

11.1.1 Streamlined Income Determinations

Link: [Notice PIH 2016-05](#)

For any family member with a fixed source of income, the AHA may determine that family member's income using a streamlined income determination by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

A family member with a fixed source of income is a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources: Social Security, Supplemental Security Income, Supplemental Disability Insurance; federal, state, local, or private pension plans; annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

AHA will use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount and will verify the COLA or current interest rate from a public source or through tenant-provided, third party-generated documentation. If no such verification is available, then the AHA will obtain third-party verification of income amounts in order to calculate the change in income for the source.

For any family member whose income is determined by a streamlined income determination, the AHA will obtain third-party verification of all income amounts every 3 years.

11.2 Interim Reexaminations

Link: [24 CFR 960.257, 966.4](#)

The family must report changes in income expected to last more than thirty days and/or household composition to AHA within 30 days of the change. Families are not required to report cost of living adjustments to recipients of Social Security, TANF, Veteran's Assistance, and SSI.

11.2.1 Changes to Household Composition

The family must inform the AHA of an addition of a family member as a result of birth, adoption, or court-awarded custody of a child or the removal of a family member from the household within 30 days.

Upon approval of the AHA, a participant family may add an additional adult family member to the household under the following circumstances:

1. A family member (spouse, sons, daughters, brothers, sisters, parents, grandparents, grandchildren, cousins, nieces, nephews) of an existing household member; unrelated/unmarried partners who show proof of intention to live as a family.
2. Such member must be eligible for participation in the Housing Choice Voucher Program
3. Such member has supplied documentation of Social Security Number prior to move-in. If the member is a child six or under, the household has 90 days after move-in to submit the documentation.
4. Such member's income must be considered in calculation towards rent;
5. The addition of the family member will be in consideration of a reasonable accommodation or for humanitarian reasons (requests to add a live-in aide to the household must also be in writing or prescribed electronic format).
6. The landlord must approve the additional adult member and provide an updated lease agreement.

All other additions to participant families will be considered only on a case-by-case basis and must be documented at the time such changes occur. A criminal background check is required for all requests to add adult household members or live-in aides to the household. AHA's prior approval of additions to the household is required.

The AHA will not approve the addition of a new family member or household member unless the individual meets the AHA's eligibility criteria and documentation requirements. The AHA will not approve the addition of a foster child or foster adult if it will cause a violation of housing inspection space standards. Only those persons listed on the most recent certification form and lease shall be permitted to be included in the family composition. The AHA will conduct interim re-certifications to account for any changes in household composition that occur between annual re-certifications.

Applicants or participants who fail to notify AHA of additions to the household or who permit persons to be added to the family composition without undergoing screening are in violation of program requirements. Persons added without Landlord and/or AHA approval will be considered unauthorized occupants, and the entire household may be terminated from the Housing Choice Voucher Program.

11.2.2 Interim Changes Affecting Income or Expenses

Interim re-certifications may be scheduled either because the AHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change.

Interim reexaminations will be conducted by the AHA for the following:

- Any change resulting in a decrease in family income or tenant rent;
- Any change in family composition; or
- For zero income households, any increase in the family's gross monthly income.

A zero income household is identified as one where the family has reported that no member has any income from any source including contributions.

Effective upon the AHA HOTMA compliance date:

Families may report a loss of income within 30 days of the occurrence. The AHA will perform an interim for the loss of income if the amount of income exceeds ten percent (10%) of the total household income of the last recertification.

Families must report an increase in income within 30 days of the increase. The AHA will review the increased household income and must conduct an interim recertification if the amount of unearned income exceeds ten percent (10%) of the total household income of the last recertification.

AHA will conduct interim re-certifications in each of the following instances:

- For families receiving the Earned Income Disallowance (EID), AHA will conduct interim reexaminations when needed through EID sunset.
- AHA will conduct an interim when the family has an increase in unearned income that is 10% or more than the annual adjusted income.
- AHA may conduct an interim when the family has an increase in earned income that follows an interim for reduced income within the same reporting year.
- AHA will conduct an interim for the loss of income including loss of income resulting from the removal of a family member.
- AHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

11.2.3 AHA-Initiated Interim Re-certifications

The AHA will conduct interim re-certifications in each of the following instances:

- An increase in income from zero income.

- If at the time of the annual re-certification, participant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the AHA will conduct an interim re-certification.
- The AHA may conduct an interim re-certification at any time in order to correct an error in a previous re-certification, or to investigate a participant fraud complaint.

The family must complete an Interim Change form and provide necessary information within AHA's required timeframe.

11.2.4 Interim Re-certification Effective Dates

If the participant rent is to increase:

- The increase generally will be effective on the first of the month following a 30 day notice to the family.
- If a family fails to report a change within the required timeframes or fails to provide all required information within the required timeframes, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement.

If the participant rent is to decrease:

- Effective upon the AHA HOTMA compliance date, if the tenant has complied with the interim reporting requirement and the tenant's rent is anticipated to decrease, rent decreases will be effective on the first day of the month after the date of the actual change leading to the interim reexamination of family income. This means the decrease will be applied retroactively.
 - Prior to the HA HOTMA compliance date, the effective date for a change of income that is expected to reduce rent will be the first of the month following the reporting of the change.
- AHA may apply rent decreases retroactively for circumstances in which families fail to report changes in a timely manner in the event of verified circumstances beyond the control of the family (example: hospitalization). A retroactive rent decrease may not be applied prior to the later of either the first of the month following the date of the actual decrease in income, or the first of the month following the most recent previous income examination.

The family will be notified of the new participant rent and effective date.

11.3 Family Moves

Link: [24 CFR 982.1\(b\)\(2\)](#)

A family may request to move to a new unit if:

- The initial term of the lease has expired and proper notice has been given to the landlord and to the AHA.
- The lease for the family's unit has been terminated by mutual agreement of the owner and the family. The family must use the AHA's mutual termination agreement form.

- For non-lease violations only: the owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family. The family must give the AHA a copy of any owner eviction notice and eviction for lease violation may result in termination from the program.
- The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member. This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to the AHA, if the family or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit.
- The AHA has terminated the assisted lease for the family's unit for the owner's breach of the HAP contract.
- The AHA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition.
- The family is in good standing with AHA and is in compliance with all tenant obligations.
- The family does not owe AHA money. Families who have an active repayment agreement with the AHA and who request to move may not be allowed to move.

Families are not permitted to move in the first term of the lease or while in any subsequent lease term unless the owner and family mutually agree to do so. Families will not be permitted to move more than once in a 12-month period unless required to do so by AHA to meet HQS or other program objectives, to protect the health or safety, or in the case of an emergency.

Situations such as witness protection program, victim of violent crime, medical necessity, employment necessity, and landlord caused failed HQS, may necessitate a move in the first term of the lease, or in the term of a subsequent lease. The circumstances must be documented in writing and approved by AHA. The owner and family must agree in writing to a mutual rescission of the lease in order for AHA to approve a move during the lease term. If the owner refuses to a mutual rescission, the family will not be allowed to move unless AHA otherwise determines VAWA or other health and safety provisions prevail.

11.3.1 Denial of Moves

Link: [Notice PIH 2016-09](#)

AHA will deny moves in the following circumstances:

- Applicants who are seeking to move under portability who are not income eligible in the receiving PHA's jurisdiction.
- Participant families that have moved out of their assisted unit in violation of the lease. AHA will grant an exception to this in the situation where the only reason for the violation of the lease was due to circumstances surrounding being a victim or domestic abuse, dating violence or stalking.

- The AHA will deny a family permission to move on grounds that the AHA does not have sufficient funding for continued assistance if: (a) the move is to a higher cost unit (within AHA jurisdiction) or to a higher cost area (for portability moves); (b) the receiving PHA is not absorbing the voucher (applicable only to portability moves); and (c) AHA would be unable to avoid termination of current participants during the calendar year in order to remain within its budgetary allocation for housing assistance payments (including any available HAP reserves). This policy applies to moves within the AHA's jurisdiction as well as to moves outside it under portability.

In the event that AHA has denied a move, including a portability move, due to insufficient funding, AHA will provide written notification to the local HUD Field office and to the family denying the request to move for this reason. AHA will advise the family that they may advise AHA if the request to move is due to a request for a reasonable accommodation or for protection due to domestic violence, dating violence or stalking (VAWA).

AHA will maintain a list of families who have been denied to move due to insufficient funding including the date of the original request and whether the request was due to a reasonable accommodation or VAWA. When funds become available, AHA provide families notice and will begin to process requests to move in the order received – from oldest to newest – with preference to families whose request to move was due to a reasonable accommodation or VAWA.

Families who do not respond to the notification that funds are again available and may again request to move will be removed from the list held by AHA.

11.3.2 Move Process

Families who have notified the AHA of their wish to move and are determined eligible to move, will be placed on a transfer log to allow the AHA to manage move requests in an efficient manner. If a family moves to another unit without notifying the AHA in writing, it will be considered to be a violation of the Family Obligation(s) and reason for termination.

All actions regarding moves (Request for Tenancy Approval, owner approval, initial inspection, initial rent burden, rent reasonableness, voucher term, voucher extensions, etc.) are the same as stated elsewhere in this Plan.

AHA may limit moves at any time due to HUD funding constraints. Families may not move during the first year of the lease, unless for good cause. Tenant-requested transfers must be pre-approved and will not be granted more than once every 12 months. The AHA may provide an exception in accordance with this Plan.

11.3.3 Duplicate Housing Assistance Payments with a Move

Link: [24 CFR 982.311\(d\)](#)

If a participant family moves from an assisted unit with continued participant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy. HAP payments to a former owner beyond the month of the move into a new unit must be recaptured by AHA and may not be kept by the former owner.

11.4 Portability

Link: [24 CFR 982.353-355; 982.301; Notice PIH 2016-09](#)

11.4.1 Outgoing Portability

Link: [24 CFR 982.353\(c\), \(d\); 982.355\(c\)\(1\)](#)

Families must notify the AHA when they want to move out of the AHA's jurisdiction using the portability feature. Families that are new admissions to the HCV program must meet the income eligibility requirements both for AHA and also in the jurisdiction where the family intends to move to ("the Receiving PHA"). Participant families must also meet the income eligibility requirements in the area to which the family plans to move only (they will not be required to re-verify income eligibility with AHA). Families are informed of these requirements in the briefing session.

The AHA will approve no extensions to a voucher issued to an applicant or participant family porting out of the AHA's jurisdiction except under the following circumstances:

- the initial term of the voucher will expire before the portable family will be issued a voucher by the receiving AHA; or
- the family decides to return to the initial AHA's jurisdiction and search for a unit there.

If the applicant did not live in AHA's jurisdiction at the time that the family's application for assistance was submitted, the family must lease a unit within the AHA's jurisdiction for at least 12 months before requesting portability. The AHA will consider exceptions to this policy for purposes of reasonable accommodation or reasons related to domestic violence, dating violence, sexual assault, or stalking.

11.4.2 Incoming Portables

AHA may absorb or administer some or all incoming portable vouchers based on funding available.

If the AHA decides to absorb a portable family upon the execution of a HAP contract on behalf of the family, the AHA will notify the initial AHA by the initial billing deadline specified on form HUD-52665. The effective date of the HAP contract will be the effective date of the absorption.

The AHA may not change its determination to bill or to absorb a voucher after that without the approval of the initial PHA.

For any family moving into its jurisdiction under portability, the AHA may use the initial PHA information or may conduct a new re-certification of family income and composition. However, the AHA will not delay issuing the family a voucher for this reason. Nor will the AHA delay approving a unit for the family until the re-certification process is complete unless the family is an applicant and the AHA cannot otherwise confirm that the family is income eligible for admission to the program in the area where the unit is located.



QUADEL
CONSULTING

CHAPTER 12: Denial of Assistance to Applicants and Termination of Assistance to Participants

Links: [24 CFR 982.552\(a\)\(2\)](#); [24 CFR 982.553\(a\)](#)

12.1 Evidence and Considerations

The AHA may consider all relevant circumstances in evaluating a decision to terminate or deny assistance. Evidence of criminal activity includes, but is not limited to engaging in and/or any record of convictions, arrests, or evictions for suspected criminal activity of household members within the past 5 years.

The AHA will use the preponderance of the evidence as the standard for making all admission decisions. Preponderance of the 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. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by AHA inspectors and/or investigators, and evidence gathered from the AHA incident reports.

The AHA will consider the following factors prior to making its denial or termination decision:

- Evidence of the applicant or participant's participation in or willingness to participate in social service or other appropriate counseling service programs
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully
 - The AHA will require the applicant/participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.
- Whether the cause of the unfavorable information may be that the applicant/participant is the victim of domestic violence, dating violence, sexual assault or stalking.
 - The AHA acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to a unit, a prior arrest record) that would warrant denial under the AHA's policies. Therefore, if the AHA makes a determination to deny admission to an applicant family, the AHA will include in its notice of denial/termination a statement of

the protection against denial provided by VAWA A description of AHA confidentiality requirements.

- A request that an applicant/participant wishing to claim this protection submit to the AHA documentation meeting the specifications below with her or his request for an informal review for an applicant and an informal hearing for a participant.
- The existence of mitigating factors, such as loss of employment or other financial difficulties.
- If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission or termination of assistance, the AHA will determine whether the behavior is related to the disability. If so, upon the family's request, the AHA will determine whether alternative measures are appropriate as a reasonable accommodation. The AHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial or termination.

As a condition of receiving or keeping assistance, a family may agree to remove the culpable family member from the application or unit. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the HCV unit. An incarcerated culpable family member may not be an applicant, participant or guest for five years from incarceration release date. The family must present evidence of the former family member's current address upon AHA request.

12.2 Denial of Assistance

AHA is required to deny admission if the applicant has:

- Persons evicted for drug-related criminal activity.
- The AHA will deny an applicant for three (3) years from the date of the eviction if any household member has been evicted from federally assisted housing for drug-related criminal activity.

However, the AHA may admit the household if the PHA determines:

- The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the AHA; or
- The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
- Persons engaging in illegal use of a drug:
 - The PHA determines that any household member is currently engaging in illegal use of a drug (For purposes of this section, a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior within the past six (6) months); or
 - The PHA determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

- If any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- If any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.
 - In the screening of applicants, the AHA will conduct criminal history background checks in the State where the housing is located and in other States where household members are known to have resided.
- Persons that abuse or show a pattern of abuse of alcohol. If the AHA determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Any other HUD required reason.

The AHA may deny admission to an applicant family if the AHA determines that any household member is currently engaged in, or has engaged in any of the activities within the past three (3) years.

- Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past five years.
- Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past five years which may adversely affect the health, safety, or welfare of other tenants.
- Has a pattern of eviction from housing or termination from residential programs within the past five years (considering relevant circumstances).
- Owes rent or other amounts to this or any other PHA or owner in connection with any assisted housing program.
- Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent.
- Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last five years.
- The applicant or any member of the applicant household is not a former resident of a public housing authority, or a former participant in the Housing Choice Voucher program, who had a record of lease violations or whose tenancy was terminated by the Housing Authority or private landlord.
- No previous resident may be readmitted unless all previous amounts owed have been paid to public housing authority; but payment of such debt does not necessarily entitle an applicant to eligibility under this section unless AHA has agreed in writing to grant eligibility upon payment of amounts due.
- Has engaged in or threatened violent or abusive behavior toward AHA personnel.

- Abusive or violent behavior towards AHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
- Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- And any other HUD required reason

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past three years, the family will be denied admission:

- Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
- Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
- Other criminal activity means a history of criminal activity involving crimes of actual or threatened persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents. For the purposes of this policy, this is construed to mean a member of the current family has been arrested or convicted of any criminal or drug-related criminal activity within the past three years.
- Criminal activity that may threaten the health, safety, or welfare of other tenants, including the possession of illegal firearms.
- Criminal activity that may threaten the health or safety of AHA staff, contractors, subcontractors, or agents.
- Criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness, or child abuse, and are required by law to register as a sex offender.

12.3 Notice of Denial

AHA will notify applicant families in writing of any decision to deny assistance.

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, the AHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 calendar days to dispute the accuracy and relevance of the information. If the family does not contact the AHA to dispute the information within that 10 day period, the AHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

12.4 Denial of Assistance for Noncitizens

Link: [24 CFR 5.514\(d\)](#)

Denial of assistance based on immigration status is subject to special hearing and notice rules. The AHA will notify applicant families of denial of assistance in accordance with HUD regulations. When AHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice of the determination. The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with the AHA. The informal hearing with the AHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice will inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

When the AHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the AHA will notify the family of the results of the USCIS verification within 10 business days of receiving the results. The family will have 30 calendar days from the date of the notification to request an appeal of the USCIS results, made by the family directly in writing to the USCIS. The family must provide AHA with a copy of the written request for appeal and proof of mailing within 10 business days of mailing the request to the USCIS.

The AHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

12.5 Grounds for Termination

Links: [24 CFR 982.455](#); [24 CFR 982.551](#), [552](#), [553](#); [24 CFR 5.514\(c\)](#); [24 CFR 5.218\(c\)](#); [24 CFR 982.311\(d\)](#); [Notice PIH 2010-3](#); [Notice PIH 2010-9](#)

Termination of assistance for a Program participant may include any or all of the following actions by AHA:

- Refusing to enter into a HAP contract or approve a lease.
- Terminating housing assistance payments under a HAP contract.
- Refusing to process or provide assistance under portability procedures.

AHA must terminate the participant family for the following reasons:

- Family choice

The family may request that the AHA terminate housing assistance payments on behalf of the family at any time.

- Family with Zero Assistance

If the family has received zero assistance in 180 days AHA will terminate assistance. If the participating family receiving zero assistance experiences a change in circumstances that would cause the HAP payment to rise above zero. The family must notify the AHA of the changed circumstances and request an interim re-certification before the expiration of the 180 day period.

- Eviction

Link: [24 CFR 982.552\(b\)\(2\)](#), [24 CFR 5.2005\(c\)\(1\)](#)

The AHA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. A family will be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

- Failure to provide consent

Link: [24 CFR 960.259](#)

The AHA will terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any reexamination.

- Failure to document citizenship

Link: [24 CFR 5.514](#); [24 CFR 960.259](#)

The AHA will terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members

If the AHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis.

- Failure to Disclose SSN:

Link: [24 CFR 5.218](#), [24 CFR 960.259](#)

The AHA will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the family's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family or other emergency, if there is a reasonable likelihood that the family will be able to disclose an SSN by the deadline.

- Threat to Other Participants

The AHA will terminate the lease when any household member engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other participants or by persons residing in the immediate vicinity of the premises. Immediate vicinity means within a three-block radius of the premises.

- Methamphetamine Conviction:

Link: [24 CFR 966.4](#)

The AHA will immediately terminate the lease if AHA determines that any household member has ever been convicted of manufacture or production of methamphetamine in any location, and/or on the premises of federally-assisted housing.

- Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation

The AHA will terminate the lease if the AHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

- Other Serious or Repeated Violations of the Family Obligations of the HCV Program

- Fugitive Felon or Parole Violator

If a participant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.

- Persons subject to sex offender registration requirement.

If any member of the household has, during their current participation in the HCV program, become subject to a registration requirement under a state sex offender registration program regardless whether it is for life time or not.

- Crime On or Off the Premises

- Drug related convictions; Alcohol related convictions (if it indicates an ongoing pattern); Fraud;
- Acts of violent behavior convictions; and or Crimes of violent behavior

Applicants/participants must report any convictions from criminal activity which occurs after the application review (this includes residents, participants and those that have not yet moved into AHA assisted housing program(s)).

AHA will allow applicants and participants to address and present mitigating circumstances regarding criminal background checks prior to final decision.

HCV Program Violations That May Lead to Termination

- Discovery of facts after admission to the program that would have made the participant ineligible.
- Discovery of false statements or fraud by the participant in connection with an application for assistance or with a reexamination of income.
- Failure to furnish such information and certifications regarding family composition and income as may be necessary for the AHA to make determinations with respect to rent, eligibility, and unit size.
 - Information not provided: After issuance of the termination notice, but before the effective date of the termination, the participant may provide the missing data. It is solely AHA's discretion whether to accept the data or to proceed with termination.
- Missed appointments per policy and procedure requirements.
- Failure to transfer to an appropriate size unit based on family composition, upon notice by the AHA that such a move is required for HQS compliance.
- Failure to permit access to the unit by the AHA after proper advance notification for the purpose of performing routine inspections.
- Failure to inform the AHA within 30 days of the birth, adoption or court-awarded custody of a child.
- If the family has breached the terms of a repayment agreement entered into with the AHA.
- If a household member has engaged in or threatened violent or abusive behavior toward AHA personnel.
 - Abusive or violent behavior towards AHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- Furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- If the family does not remedy family-caused HQS failures in the required timeframe.
- If the family does not allow AHA to inspect the unit at reasonable times and after reasonable notice.
- If any family member commits lease violations, including but not limited to:
 - If the family does not give proper notice to AHA and the owner before moving out of the unit.
 - The family does not give AHA a copy of any owner eviction notice as required in this Administrative Plan.

- If the family is not using the assisted unit for residence by the family and/or the assisted unit is not the family's only residence.
- If the family has non-approved persons residing in the unit.
- If the family does not promptly notify AHA that a family member no longer resides in the assisted unit.
- If the family engages in profit making activities in the assisted unit which are not incidental to the primary residential use of the unit.
 - Limitation on Profit Making Activity in the Unit:
 - If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it is considered a violation.
 - If AHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit.
- If the family subleases, lets, assigns the lease or transfers the unit.
- If the family does not notify AHA of an absence from the unit, and if the family does not provide AHA any requested information regarding the absence.
- If the family owns or has any interest in the unit.
- If any family member is receiving or received Section 8 participant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative housing assistance program.
- If the family breaches an agreement with AHA to pay amounts owed to AHA or amounts paid to an owner by AHA.
- Insufficient ACC funding to support continued assistance for families in the program. In such event, AHA will follow the procedures outlined in AHA's Management Procedures.
- If the family fails to disclose to AHA any HUD notification it has received regarding discrepancies in the amount or verification of family income.

Any other HUD required reason.

12.6 Termination Notification

In any case where the AHA decides to terminate assistance to the family, the AHA will give both the family and the owner a 30-day written termination notice. However, if a family vacates the unit without informing the AHA, 30 days-notice will not be given. In these cases, the notice to terminate will be sent and effective at the time the AHA learns the family has vacated the unit. The notice of termination will state:

- Specific reasons for the termination
- Effective date of the termination
- Family's right to request an informal hearing

- Family's responsibility to pay the full rent to the owner if it remains in the assisted unit after the termination effective date
- Copy of criminal record (if the criminal record is the basis of the termination).
- Protection Rights under the Violence Against Women's Act

When a family requests to be terminated from the program they must do so in writing to the AHA.

12.7 Removal of a Family Member from the Application

Link: [24 CFR 982.552\(c\)\(2\)\(ii\)](#)

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

After admission to the program, the family must present evidence of the former family member's current address upon AHA request.

12.8 Reasonable Accommodation Related to Denials or Terminations

Link: [24 CFR 982.552\(2\)\(iv\)](#)

AHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation.

When applicants with disabilities are denied assistance, the notice of denial must inform them of AHA's informal review process and their right to request a review. In addition, the notice will inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, AHA will determine whether the behavior is related to the disability. If so, upon the family's request, AHA will determine whether alternative measures are appropriate as a reasonable accommodation. AHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance.

12.9 Repayment Agreements

Link: [Notice PIH 2018-18](#)

If a family owes amounts to the AHA, as a condition of continued occupancy, the AHA may require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the AHA of the amount owed. The family will have the option to repay the amount owed as follows:

- In a lump sum payment; or

- Down payment of 50% of the amount owed in addition to a monthly installment of the balance of the amount owed; or
- A combination lump sum payment and monthly installments

Any repayment agreement between the AHA and a family must be signed and dated by the AHA and by the head of household and spouse/co-head (if applicable). If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the AHA will terminate the family's tenancy and utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit

The repayment agreement will include the total amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. The amount of the monthly repayment together with the family's TTP will not exceed 40% of the family's adjusted monthly income. The amount of the monthly repayment will be amended as adjustments are made to the family's TTP. The AHA repayment agreements will not exceed a term of 24 months.

The AHA generally will not enter into a repayment agreement with a family if:

- There is already a repayment agreement in place with the family
- If the AHA determines that the family committed program fraud

AHA may at any time not enter into a repayment agreement and instead terminate the family's tenancy and pursue alternative collection methods. If the family's assistance is terminated and repayment has not been made, the money will still be considered to be owed and may be reported in HUD's EIV system as a debt owed. AHA may take such action, as necessary, to collect the amounts owed.

CHAPTER 13: Informal Reviews and Informal Hearings

AHA provides a copy of the Informal Review and Hearing procedures in the family briefing packet. When possible and allowed by regulation/law, AHA may conduct administrative reviews of informal hearing/review requests and provide alternate resolutions at its discretion before proceeding with the family's request for a review or hearing.

13.1 Informal Review Policy

Links: [24 CFR 982.554](#);

An applicant may request an informal review of the AHA's decision to deny the applicant's participation in the Housing Choice Voucher Program. Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

An applicant may request an informal review if the applicant:

- Is denied listing on the waiting list or for a preference
- Is denied a voucher
- Is denied participation in the Program including portability

Informal reviews will not be granted to applicants who dispute:

- The unit size (number of bedrooms) stated on the voucher.
- A determination that a unit does not comply with Housing Quality Standards including space requirements.
- A determination that a proposed lease is unacceptable.
- A decision to not approve a request for an extension of the term of the voucher.
- General policy issues, class grievances, or discretionary administrative determinations.

When the AHA determines that an applicant is ineligible for the program AHA will notify the applicant of their ineligibility in writing. The notice will contain:

- Reason(s) the family is ineligible
- Procedure for requesting a review if the applicant does not agree with the decision
- Time limit for requesting a review: The applicant must submit the written request for an informal review within 10 calendar days of the date of the denial notice.
- If the request is not submitted timely, it will mean that the applicant waived his/her right to request an informal review.

Informal review requests must be made in writing within the 10 calendar days from the date of the AHA's Denial. The informal review will be conducted by a person or panel including other than the one who made the decision under review or a subordinate of this person. The applicant will be provided an opportunity to present written or oral objections to the decision of the AHA. The review decision will be

based only on evidence presented at the review by both parties. Evidence presented after the review will not be considered. Extensions for evidence will not be granted.

The person or panel conducting the informal review will make a recommendation to the AHA, but the AHA Executive Director is responsible for making the final decision as to whether admission should be granted or denied. If the informal review decision overturns the denial, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand and the family will be so notified.

13.2 Informal Hearing Policy

Link: [24 CFR 982.555](#)

Informal hearings may be requested for the following reasons:

- Determination of the amount of the total tenant payment or tenant rent
- Determination of hardship regarding minimum rent
- Decision to terminate assistance
- Decision to deny a family move
- Appropriate utility allowance used from schedule
- Family unit size under AHA subsidy standards
- Termination of a family's FSS Contract, withholding supportive services, or proposing forfeiture of the family's escrow account

AHA is not required to provide an informal hearing in the following cases:

- Discretionary administrative determinations by AHA, or to consider general policy issues or class grievances
- Determination that the unit does not comply with AHA's Housing Quality Standards including space requirements for family size, that the owner failed to maintain the unit in a decent, safe, and sanitary manner in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease).
- Decision to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner
- Decision not to approve a family's request for an extension of the term of the Voucher issued to an assisted family which wants to move to another dwelling unit with continued participation
- Establishment of AHA schedule of utility allowances for families in the program
- Disapproval of unit or lease

When the AHA determines that a participant should be terminated from the program, AHA will notify the participant of their proposed termination in writing. The notice will contain:

- Reason(s) for and timing of termination,
- The date the proposed action will take place
- Procedure for requesting a hearing if the participant does not agree with the decision

Time limit for requesting a hearing: The participant must submit the written request for an informal hearing within 10 calendar days of the date of the termination notice.

13.3 Conducting Informal Hearings

AHA hearings will be conducted by a single hearing officer or a panel. The AHA will appoint a person or panel who has/have been selected in the manner required under the hearings procedure.

Hearings may be attended by the following applicable persons:

- A AHA representative(s)
- Any witnesses for the AHA
- The participant
- Any witnesses for the participant
- The participant's counsel or other representative
 - If the participant is bringing legal counsel to the informal hearing, the participant must notify AHA in advance of the hearing.
- Any other person approved by the AHA will be as a reasonable accommodation for a person with a disability.

13.3.1 Hearing Decision

In rendering a decision, the hearing officer/panel will consider the following matters:

- AHA Notice to the Family
- AHA Evidence to Support the AHA Decision
- Participant Presented Evidence
- Validity of Grounds for Program Termination

13.3.2 Invalid Decisions

When the AHA considers the decision of the hearing officer/panel to be invalid based on HUD regulations and AHA Policy, the Executive Director will send a notice to all parties attending the hearing that the decision is null and void. The notice will set a date and time for a new hearing.

13.3.3 Rights of the Applicant/Participant and AHA

The applicant/participant must appear in person at the review/hearing and may be represented by an attorney, or other representative, at his/her own expense. If the family is being represented by an attorney, the family must notify AHA of such in advance of the review/hearing.

- The applicant/family and AHA have the right to present evidence, both oral and written.

- The applicant/family and AHA have the right to question any witnesses, and the right to state his/her case prior to the hearing officer's decision.
- The applicant/family has the right to arrange for an interpreter to attend the review/hearing, at his/her own expense.
- The applicant/family has the right to seek redress directly through judicial procedures of the court.
- AHA has the right to make final submissions.

The applicant/family and AHA have the right to review any documents directly relevant to the review/hearing. Review of documents will take place at the AHA office. Copying of any documents will be at the expense of the requesting party. If the applicant/family or AHA does not make the document available for examination on the request of the other party, that document may not be relied on during the review/hearing.

13.3.4 Review/Hearing Process

The review/hearing will follow the following guidelines:

- The review will be conducted by any person or persons designated by AHA, other than a person who made or approved the decision under review or a subordinate of this person.
- All AHA Denial and Termination notices will advise the applicant/family of his/her right to a review/hearing and the process to request a review/hearing.
- The applicant/family must request the informal review/hearing in writing within the required time frame 10 calendar days after receipt of notice from the AHA).
- AHA will schedule the hearing within a reasonable timeframe, preferably before the effective termination date. If the hearing cannot be scheduled before the effective termination date, the effective termination date may be extended, based solely on the reason for the delay and at the sole discretion of AHA.
- The notification of hearing will contain:
 - Date and time of the hearing
 - Location where the hearing will be held
 - Family's right to bring evidence, witnesses, legal or other representation at the
 - Right to view any documents or evidence in the possession of AHA and upon which AHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. Requests for such documents or evidence must be received no later than five business days before the hearing date.
 - Notice to the family that the AHA will request a copy of any documents or evidence the family will use at the hearing be provided to AHA. The AHA may copy any such document at its expense. If the family does not make the document available for examination by the AHA, the family may not rely on or present the document at the hearing.

- If a family does not appear at a scheduled review/hearing and has not rescheduled the hearing in advance, the hearing officer will assume the family is no longer interested in the program and will uphold the denial/termination.
- The applicant/family will be given an opportunity to present written or oral objections to AHA's decision.
- AHA will notify the applicant/family of the AHA final decision after the informal review/hearing, including a brief statement of the reasons for the final decision.
- The Notice will contain the following information:
 - Applicant/family name
 - Applicant/family address
 - Date
 - Date and time of review/hearing
 - Names of everyone in attendance at review/hearing
 - Final decision
 - Brief statement of the reason(s) for the final decision
 - HUD regulation for the denial/termination (if upholding the denial/termination)
 - Effective date of denial/termination (if applicable)
- A hearing decision letter will also be sent to the owner, stating whether the termination was upheld or overturned. The notice to the owner will contain the following information:
 - Family name
 - Unit address
 - Effective date of termination or
 - Effective date of re-instatement
- All requests for review, supporting documentation, and a copy of the final decision will be filed in the family's file.

13.3.5 Decisions Not Binding to AHA

AHA is not bound by a review/hearing decision on the following matters:

- A matter for which AHA is not required to provide an opportunity for an informal review/hearing or otherwise in excess of the AHA of the person conducting the review/hearing.
- A decision given contrary to HUD regulations, requirements, or otherwise contrary to Federal, State or Local law.

In the event that a review/hearing decision is not binding to AHA, the Executive Director or his/her designee will send a notice to all parties attending the review/hearing that the decision is null and void. The notice will set a date and time for a new hearing.

13.3.6 Hearing Provisions for Restrictions on Assistance to Non-Citizens

Assistance to the family will not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision of the USCIS appeal.

Assistance to a family will not be terminated or denied while the AHA hearing is pending; however assistance to an applicant may be delayed pending the AHA hearing.

13.3.7 Remote Hearings (PIH 2020-32)

AHA may conduct an informal hearing by allowing the use of mail, electronic mail, telephone and video call when appropriate. AHA will ensure that electronic information is secured (PIH 2015-06). AHA will make sure that the process meets the requirements for persons with disabilities and persons with LEP. AHA will also consider any technology barriers prior to scheduling the remote hearing. When utilizing remote hearings, AHA will provide any materials or documents to the family prior to the remote hearing.

A voice only option (telephone) is the least preferred option to conduct a remote hearing. AHA will only conduct a voice only remote hearing after it obtains written consent from the resident so that the resident has complete knowledge of their rights, as well as risks and benefits of conducting a hearing by voice only option.

13.4 USCIS Determination of Ineligibility

If a family member claims to be an eligible immigrant, and the USCIS SAVE system and manual search do not verify the claim, AHA will notify the applicant/family within ten calendar days of their right to appeal to the USCIS within thirty calendar days or to request an informal hearing with AHA either in lieu of or subsequent to the USCIS appeal.

If the family appeals to the USCIS, they must give AHA a copy of the appeal and proof of mailing, or AHA may proceed to deny or terminate. The time period to request an appeal may be extended by AHA for good cause. Good cause includes medical emergency, employment emergency, family emergency, etc. The emergency must be documented in writing (doctor's statement, employer statement, independent agency statement, etc.)

The request for a AHA hearing must be made within 15 business days of receipt of the notice offering the hearing or, if an appeal was made to the USCIS, within 15 business days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this Plan for both applicants and families. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the AHA will:

- Deny the applicant family.
- Terminate the family if the family does not qualify for deferral.

If there are eligible members in the family, the AHA will offer to prorate assistance or give the family the option to remove the ineligible members.

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

Families whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights describes above) are entitled to a hearing based on the right to a hearing regarding determinations of Total Participant Payment.

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

AHA's informal review and informal hearing procedures are stated in the AHA HCV Informal Review and Hearing Procedure.



QUADEL
CONSULTING

CHAPTER 14: Program Integrity

Link: 24 CFR [982.552\(c\)\(iv\)](#); [24 CFR 985](#)

The AHA anticipates that the majority of families and AHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors. To ensure that the AHA's program is administered effectively and according to the highest ethical and legal standards, the AHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare. The AHA will:

- Provide each applicant and participant with a copy of "Is Fraud Worth It?"
- Provide each applicant and participant with a copy of "What You Should Know about EIV"
- Review and explain the contents of all HUD and AHA required forms prior to requesting family member signatures
- Place a warning statement about the penalties for fraud on key AHA forms and letters that request information from a family member
- Provide each AHA employee with the necessary training on program rules and the organization's standards of conduct and ethics

14.1 Detecting Errors and Program Abuse

The AHA will employ a variety of methods to detect errors and program abuse, including:

- Using the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the AHA's error detection and abuse prevention efforts.
- Encouraging staff, participants, and the public to report possible program abuse.
- Reviewing all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation.
- Investigating inconsistent information related to the family that is identified through file reviews and the verification process.

For each investigation the AHA will determine:

- Whether an error or program abuse has occurred
- Whether any amount of money is owed the AHA
- What corrective measures or penalties will be assessed

14.2 Consideration of Remedies

All errors and instances of program abuse will be corrected prospectively. Whether the AHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

In the case of family-caused errors or program abuse, the AHA will take into consideration:

- The seriousness of the offense and the extent of participation or culpability of individual family members

- Any special circumstances surrounding the case
- Any mitigating circumstances related to the disability of a family member
- The effects of a particular remedy on family members who were not involved in the offense

14.3 Notice and Effective Dates

The AHA will inform the relevant party in writing of its findings and remedies upon conclusion of the investigation.

The notice will include:

- A description of the error or program abuse,
- The basis on which the AHA determined the error or program abuses,
- The remedies to be employed, and
- The family's right to appeal the results through an informal review or informal hearing.

Increases in the participant rent will be implemented retro-actively to the date of the unreported increase. The participant may or may not be offered a repayment agreement, based on the seriousness and length of the unreported income.

Any decreases in participant rent will become effective the first of the month following the discovery or retro-actively if due to AHA error.

In the case of family-caused errors or program abuse, the family will be required to repay any amounts of rent underpaid. The AHA may offer the family a repayment agreement. If the family fails to repay the amount owed, the AHA will terminate the family's lease.

The AHA will reimburse a family for any family overpayment of rent.

14.4 Family Prohibited Actions

Any of the following will be considered evidence of family program abuse:

- Offering bribes or illegal gratuities to the AHA Board of Commissioners, employees, contractors, or other AHA representatives
- Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to the AHA on the family's behalf
- Use of a false name or the use of falsified, forged, or altered documents
- Intentional misreporting of family information or circumstances (e.g., misreporting of income or family composition)
- Omitted facts that were obviously known by a family member (e.g., not reporting employment income)
- Admission of program abuse by an adult family member

- The AHA may determine other actions to be program abuse based upon a preponderance of the evidence.

14.5 AHA Prohibited Activities

Any of the following will be considered evidence of program abuse by AHA staff:

- Failing to comply with any HCV program requirements for personal gain
- Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant or participant
- Seeking or accepting anything of material value from applicants, participants, owners, vendors, contractors, or other persons who provide services or materials to the AHA
- Disclosing confidential or proprietary information to outside parties
- Gaining profit as a result of insider knowledge of AHA activities, policies, or practices
- Misappropriating or misusing HCV funds
- Destroying, concealing, removing, or inappropriately using any records related to the HCV program
- Committing any other corrupt or criminal act in connection with any federal housing program

When the AHA determines that program abuse by a family or AHA staff member has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, the AHA will refer the matter to the appropriate entity for prosecution. When the amount of underpaid rent meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the HCV program will be referred to the appropriate local, state, or federal entity.

14.6 Owner Prohibited Activities

Link: [Title 18 U.S.C. Section 1001](#)

An owner participating in the HCV program must not:

- Make any false statement to the AHA.
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

Any of the following will be considered evidence of owner program abuse:

- Charging the family rent above or below the amount specified by the AHA;
- Charging a security deposit other than that specified in the family's lease;
- Charging the family for services that are provided to unassisted tenants at no extra charge;
- Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit;

- Knowingly accepting incorrect or excess housing assistance payments;
- Offering bribes or illegal gratuities to the AHA Board of Commissioners, employees, contractors, or other AHA representatives;
- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the AHA; or
- Residing in the unit with an assisted family.

14.6.1 Owner Remedies and Penalties

In the case of owner-caused errors or program abuse, the AHA will take into consideration (1) the seriousness of the offense; (2) the length of time since the violation has occurred; and (3) the effects of a particular remedy on family members who were not involved in the offense.

When the AHA determines that the owner has committed program abuse, the AHA may take any of the following actions:

- Terminate the HAP contract.
- Bar the owner from future participation in any AHA programs.
- Refer the case to state or federal officials including the HUD Office of Inspector General (HUD-OIG for criminal prosecution.
- Require the owner to repay excess housing assistance payments.

AHA may recover overpaid amounts by withholding housing assistance payments due for subsequent months. If the debt is large, the AHA may allow the owner to pay in installments over a period of time.

14.6.2 Corrections to Subsidy Payments

AHA adheres to HUD guidelines regarding de minimis errors as outlined in HOTMA provisions. A de minimis error is defined as an error in the calculation of Adjusted Income that does not exceed \$30 per month (\$360 per year).

When an incorrect subsidy is identified as a result of an error, program fraud, misrepresentation or abuse, AHA will promptly correct the subsidy under- or overpayment. A subsidy under- or overpayment includes:

- An incorrect housing assistance payment to the owner;
- An incorrect family share established for the family; and
- An incorrect utility reimbursement to a family.

Families and owners will be notified of corrective actions and penalties, if any. Increases in the family share will be implemented only after the family has received 30 days advanced notice. Any decreases in family share will become effective the first of the month following the discovery of the error. The family will not be reimbursed when the family caused the underpayment.

Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by AHA staff.

When efforts to collect monies owed to the AHA (as described in the Family or Owner Remedies sections of this Plan) are unsuccessful, AHA may also pursue collection through credit bureaus, small claims court, civil lawsuit, state income tax set-off program or other debt recovery solutions.



CHAPTER 15: Project Based Vouchers

Link: [24 CFR 983](#)

Except as noted in this chapter, the Administrative Plan policies stated for the HCV program also apply to the PBV program.

15.1 Overview

The AHA may use up to 20 percent of Housing Choice Voucher authorized units for project based assistance. The AHA may increase the use of Project Based Vouchers additional 10 percent for homeless families, families with veterans, supportive housing for persons with disabilities or elderly persons, or in areas where vouchers are difficult to use.

The proposed location of any PBV units must comply with the goals of deconcentrating poverty, expanding housing opportunities, and affirmatively furthering fair housing.

The AHA uses project-based vouchers to encourage new construction or rehabilitation, promote voucher utilization and increase supportive housing options.

15.2 Proposal Selection

Link: [24 CFR 983.52\(a\)\(b\)\(c\); §8\(o\)\(13\)\(B\) of the 1937 Act](#)

Prior to issuing a Request for Proposal or selecting a project without following a competition process where AHA has ownership interest, AHA will submit to the local field office all required information under §8(o)(13)(B) of the 1937 Act. The AHA will select proposals for PBV assistance using either the Request for Proposal method or the Previous Competition method.

15.2.1 AHA Request for Proposals Method for Rehabilitated and Newly Constructed Units

The AHA will advertise request for proposals for rehabilitated and newly constructed housing in local newspaper(s) and on the AHA web site. The advertisement will specify the number of units the AHA estimates that it will be able to assist and the submission deadline. Incomplete proposals will not be considered.

The AHA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

Overall Property and Unit Design: 20 Points

- Design of the proposed property based on the quality of construction, size and bedroom count of the units, and amenities included. Evidence that the proposed property will meet or exceed HUD's Housing Quality Standards (HOS), including Civil Rights/Disabilities/Lead- Based Paint/Environmental Review Requirements.

Ability to Deliver Completed Units within Required Time Constraints: 5 Points

- Offeror has provided evidence of its ability to complete all requirements and make all units available for occupancy within established time limits.

Overall Feasibility of the Project: 20 Points

- Feasibility of the proposed project based on financial and leasing projections, including financial commitments and marketability of the development.

Site Location of Units: 20 Points

- Proposed property is located in appropriate residential or mixed-use neighborhoods; near public transportation and appropriate facilities and services such as schools, medical facilities, shopping and recreation; and is not located near undesirable businesses such as liquor stores, bars, or adult businesses.
- Proposed project does not concentrate low- and very low-income families in rental units within the City of Allentown.

Previous Experience of Owners/Developer: 20 Points

- Show experience in development/rehabilitation, marketing, and management of similar types of rental housing.

Provision for Accessible Units: 10 Points

- Provide evidence that the development includes units that meet Section 504 requirements and ADA requirements.

Small, Minority-Owned and Women-Owned Business Participation: 5 Points

- Provide evidence that the firm is a minority-owned business and/or that the firm has included small businesses, minority enterprises and/or women-owned enterprises on the project team.

15.2.2 AHA Requests for Proposals for Existing Housing Units

The AHA will advertise proposals for existing housing in local newspaper(s) and on the AHA web site.

The advertisement will specify the number of units the AHA estimates that it will be able to assist.

Owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:

Overall Property and Unit Design: 20 Points

- Design of the proposed property based on the quality of construction, size and bedroom count of the units, and amenities included. Evidence that the proposed property will meet or exceed HUD's Housing Quality Standards (HQS), including Civil Rights/Disabilities/Lead- Based Paint/Environmental Review Requirements.

Ability to Deliver Completed Units within Required Time Constraints: 5 Points

- Offeror has provided evidence of its ability to complete all requirements and make all units available for occupancy within established time limits.

Overall Feasibility of the Project: 20 Points

- Feasibility of the proposed project based on financial and leasing projections, including financial commitments and marketability of the development.

Site Location of Units: 20 Points

- Proposed property is located in appropriate residential or mixed-use neighborhoods; near public transportation and appropriate facilities and services such as schools, medical facilities, shopping and recreation; and is not located near undesirable businesses such as liquor stores, bars, or adult businesses.
- Proposed project does not concentrate low- and very low-income families in rental units within the City of Allentown.

Previous Experience of Owners/Developer: 20 Points

- Show experience in development/rehabilitation, marketing, and management of similar types of rental housing.

Provision for Accessible Units: 10 Points

- Provide evidence that the development includes units that meet Section 504 requirements and ADA requirements.

Small, Minority-Owned and Women-Owned Business Participation: 5 Points

- Provide evidence that the firm is a minority-owned business and/or that the firm has included small businesses, minority enterprises and/or women-owned enterprises on the project team.

15.2.3 AHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

The AHA will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

In addition to, or in place of advertising, the AHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. The AHA will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers the AHA goal of deconcentrating poverty and expanding housing and economic opportunities
- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

15.2.4 AHA Non-competitive selection for projects in which AHA has an ownership interest or control.

As outlined by the Housing Opportunity through Modernization Act of 2016 (HOTMA), AHA may agree to enter an Agreement to Enter a Housing Assistance Payment Contract (AHAP) or a Housing Assistance Payment (HAP) contract without following a competitive process if AHA has “ownership interest or control of” the project. In order to be non-competitively selected, the units must be eligible for PBV assistance in accordance with 24 CFR §983.53, and the selection of the units must satisfy all other statutory and regulatory requirements of the PBV program. AHA may choose to have an independent entity, or request that the local HUD Office of Public Housing review AHA’s PBV selection process.

AHA will also meet the following conditions for non-competitive selection:

- (a) AHA must be engaged in an initiative to improve, develop, or replace the public housing properties or sites to which the PBV will be attached. The public housing properties or sites may be in the public housing inventory or they may have been removed from the public housing inventory through any available legal removal tool (which may include but is not limited to disposition or demolition under Section 18 of the Act, voluntary conversion under Section 22 of the Act, or required conversion under Section 33 of the Act) within 5 years of the date on which AHA entered into the AHAP or HAP pursuant to the non-competitive selection.
- (b) If AHA plans rehabilitation or new construction, a minimum threshold of \$25,000 in hard costs per-unit is required.
- (c) If AHA plans to replace public housing by attaching project-based assistance to existing housing in which AHA has an ownership interest or over which AHA has control, then the \$25,000 per-unit minimum threshold does not apply as long as the existing housing substantially complies with HUD’s housing quality standards. Existing housing will be deemed to substantially comply with HUD’s housing quality standards if there are no conditions posing an imminent threat to the safety or health of the resident, and AHA has plans to correct all other defects within ninety (90) days of selection.

PHA Ownership Interest: AHA or its officers, employees, or agents are in an entity that holds any direct or indirect interest in the project where the units are located, including, but not limited to, an interest as any of the following: Titleholder, Lessee, Stockholder, Member, or general or limited partner, or

Member of a limited liability company. For the purposes of this exception, a “PHA ownership interest” also includes a scenario in which AHA is the lessor of the ground lease for the land upon which the PBV project to improve, develop, or replace the public housing property is located or will be constructed. Importantly, however, “PHA ownership interest” as defined for the purpose of this provision does not necessarily equate with the definition of “PHA-owned” as defined elsewhere in HOTMA or in other HUD programming and regulations

15.3 Notice of Owner Selection

Link: [24 CFR 983.51\(d\)](#)

AHA will notify the selected owner in writing of the owner’s selection for the PBV program pursuant to HUD requirements. AHA will notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

The AHA will make available its rating and ranking sheets and documents that identify the AHA basis for selecting the proposal for one month after publication of the notice. The AHA will not include sensitive owner information, such as financial statements, etc.

The AHA will make these documents available for review at the AHA during normal business hours..

15.4 Agreement to Enter into HAP Contract

Link: [24 CFR 983.152](#)

For rehabilitated or newly constructed units, AHA will enter into an Agreement to Enter into a HAP Contract with the property owner. In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the AHA agrees that upon timely completion of development the AHA will enter into a HAP Contract with the owner for the contract units.

The AHA will enter into the Agreement with the owner after receiving both environmental review approval and notice that subsidy layering requirements have been met and before construction or rehabilitation work is started. Additional owner documents may be required. AHA will specify any additional documentation requirements in the Agreement.

For existing housing, the HAP contract will be executed after AHA determines that all units pass HQS.

15.5 Site Selection Standards

Link: [24 CFR 983.57\(b\)](#)

AHA will follow HUD regulations regarding site selection requirements for existing housing, newly constructed housing and rehabilitated housing. Before entering into an agreement or HAP contract AHA

will determine that the PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities.

In developing standards to apply in determining whether a proposed PBV development will be selected, AHA will consider the following:

- If the poverty rate in the proposed PBV development area is greater than 20%, AHA will consider whether in the past five years there has been an overall decline in the poverty rate;
- A census tract in which the proposed PBV development will be located in a HUD- designated Enterprise Zone, Economic Community, or Renewal Community;
- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;
- A census tract in which the proposed PBV development will be located is undergoing significant revitalization;
- A census tract where there are meaningful opportunities for educational and economic advancement.
- The site meets HQS standards.
- Other factors as determined by AHA to meet the needs of the community.

15.5.1 AHA Owned Units

Link: [24 CFR 983.51\(e\)](#), [983.59](#)

HUD or a HUD-approved independent entity must review the selection process for AHA owned units to confirm appropriate selection. Initial rents and annual rent changes for AHA-owned units will be determined by the independent entity based on PBV program requirements. The term of the HAP contract and any HAP contract renewal must be agreed upon by AHA and the independent entity. HQS inspections will be performed by the independent entity.

15.5.2 Eligible Units/Cap on PBV Units

Link: [24CFR 983.52](#), [24 CFR 983.56\(a\)](#)

Project based assistance may be attached to up to 25% of the total number of units in a project. Project is defined as a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land. In certain cases, the PBV units are not counted against the cap. Units in a single-family building are excepted units in a multifamily family project that are specifically made available to qualifying families. Qualifying families include elderly and/or disabled families and/or families receiving supportive services. AHA cannot require participation in the supportive services as a condition of living in the unit and cannot require the family to pay charges for meals and supportive services.

AHA is committed to providing a variety of supportive services depending on the needs of the family throughout the life of the PBV HAP Contract and any renewals. The following are examples of the type

of services that may be available to all families receiving PBV assistance in the project, although not all services are required to be provided on-site:

Transportation for activities such as grocery shopping, attending medical and dental appointments;

Housekeeping aid;

Personal assistance;

Health related services;

Case management and counseling;

Family budgeting;

Child care;

Parenting skills;

Computer labs;

Work skills development and job training; and

And other services designed to help the family live in the community as independently as possible.

15.6 Uniform Relocation Act

Link: [24 CFR 983.7](#), [49 CFR Part 24](#)

If as a result of the PBV selection, there are existing households that are determined to be ineligible for PBV; AHA will require the owner to comply with the Uniform Relocation Act and the implementing HUD regulations of the Act.

15.7 Housing Assistance Payments (HAP) Contracts

Link: [24 CFR 152](#)

15.7.1 Term of the HAP Contract

The term of all PBV HAP contracts will be no less than one year, and no more than 20 years, and will be negotiated with the owner on a case-by-case basis. Contracts may be extended for an additional term(s) not to exceed a total of 20 years (40 cumulative years).

15.7.2 Extending the HAP Contract

When determining whether or not to extend an expiring PBV contract, the AHA will consider several factors including, but not limited to:

- The cost of extending the contract and the amount of available budget authority; The condition of the contract units;
- The owner's record of compliance with obligations under the HAP contract and lease(s);
- Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities;

- The need for and availability of supportive services for the AHA population; and
- Whether the funding could be used more appropriately for tenant-based assistance.

15.7.3 Amendments to the HAP Contract

The AHA will consider HAP Contract amendments to add additional PBV units in the same building. The AHA will consider adding contract units to the HAP contract when the AHA determines that additional housing is needed to serve eligible low-income families.

Circumstances may include, but are not limited to:

- The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and
- Voucher holders are having difficulty finding units that meet program requirements.
- Adding additional PBV units which include supportive services.

15.8 Unit Inspections

Link: [24 CFR 983.103](#)

All contract units will be inspected and comply with Housing Quality Standards prior to HAP contract execution.

At least biennially during the term of the HAP contract, the AHA will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections are not counted toward meeting this inspection requirement.

If more than 20 percent of the inspected units in a building fail, the AHA will re-inspect 100 percent of the contract units in the building.

In the case of a property assisted with project-based vouchers that is subject to an alternative inspection, the AHA may rely upon inspections conducted at least triennially to demonstrate compliance with the inspection requirement.

Inspections for the entire building will occur at the same time. AHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program.

In the case of AHA-owned units, the inspections will be performed by an independent agency designated by AHA and approved by HUD. The independent entity must furnish a copy of each inspection report to AHA and to the HUD field office where the project is located. AHA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by AHA's-owner.

15.8.1 Lead-based Paint

Link: [24 CFR 983.101\(c\); HUD PIH Notice 2017-13](#)

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program. Under Subpart H, owners of target housing properties receiving more than \$5,000 annually per unit in project-based assistance are required to ensure that target housing receives a lead risk assessment by a certified risk assessor, regardless of whether there is a child under age 6 in residence, and that occupants are notified of the results of the risk assessment.

15.9 Initial Rent and Rent Increases

Link: [24 CFR 983, Subpart G](#)

15.9.1 Initial Rent

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP Contract term.

15.9.2 Rent Increases

An owner's request for a rent increase must be submitted to the AHA 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

15.10 Tenant Selection

Link: [24 CFR 983.255](#)

Except where noted in the Administrative Plan, the AHA's tenant selection procedures for its tenant-based programs apply for units assisted under the PBV Program. Except for units which are occupied by eligible tenants upon the commencement of the project based contract term, when a vacancy exists at a PBV site, the AHA will notify the next families on the AHA Wait List. AHA's letter to the applicants will also state that if the applicant is interested in residing in the vacant PBV unit that the applicant will not lose his/her place on the AHA's HCV waiting list (if applicable) until that person has been leased in the PBV unit. An applicant who rejects an offer of a project-based unit or who is rejected by the owner of the housing unit will remain in the same position on the tenant-based assistance list, as if the offer had not been made. If a dwelling unit to which assistance is to be attached under the project-based voucher program is occupied, AHA must determine whether the unit's occupants are eligible for assistance. If a unit is occupied by an eligible family and the unit is selected by AHA, the family must be placed in an appropriately size project-based assisted unit in the project without requiring the family to be placed on the AHA's waiting list.

In the event that there are an insufficient number of eligible persons on the waiting list, the AHA will place applicants referred by the owner on the waiting list. Eligibility for selection in the Project-based voucher program will be consistent with the AHA's tenant-based and project-based assistance programs.

The AHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for “excepted units,” mobility impaired persons for accessible units). The AHA will not offer any additional preferences for the PBV program or for particular PBV projects or units.

Applicants must meet all of AHA’s applicable eligibility requirements. AHA will refer qualified applicants to the owner for all vacancies. If the AHA referrals do not provide the owner with a suitable tenant for the unit within 30 days, the owner may refer an eligible individual or family from the owner’s waiting list to the AHA.

The owner chooses a tenant for occupancy from the qualified applicants referred by AHA based on their written tenant selection policy. The AHA must approve the owner’s tenant selection procedures. When a family is approved by the owner, they will execute a lease with the owner.

The owner must notify the AHA in writing (mail, fax, or e-mail) within AHA’s specified timeframe about any vacancy or expected vacancy. The AHA will make every reasonable effort to promptly refer families to the owner after receiving a vacancy notice from the owner.

15.11 Unit Moves/Transfers

Overcrowded, Under-Occupied, and Accessible Units

Link: [24 CFR 983.259](#)

The AHA will promptly notify the family and the owner of the family’s need to move based on the occupancy of a wrong-size or accessible unit. The AHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

- PBV assistance in the same building or project;
- PBV assistance in another project; and
- Tenant-based voucher assistance.

15.11.1 Moves Requested by the Tenant

Link: [24 CFR 983.261](#)

PBV vouchers are mobile: after one-year families have the option to leave the PBV unit and receive a tenant-based voucher, if a voucher is available. The AHA will supply the owner with a referral for a new PBV tenant. Families who wish to relocate with continued assistance must inform the owner and the AHA in writing not less than 30 days prior to the date they plan to vacate the unit and in accordance with the lease. The AHA will then place the family on a PBV-HCV Voucher program transfer list according to the date and time of receipt by the AHA of written notification of the family’s 30 day notice of intent to vacate. The AHA will issue the next available tenant based voucher to families on the PBV-HCV transfer list before proceeding to its regular HCV waiting list. Families from the regular HCV waiting list who have been notified of an eligibility appointment for a tenant based voucher will

not be delayed from receiving their voucher.

15.11.2 Moves from Excepted Units

AHA will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to factors beyond the remaining family members' control.

In all other cases, when AHA determines that a family no longer meets the criteria for a "qualifying family" in connection with the 25 percent per project cap exception, AHA will provide written notice to the family and owner within 15 business days of making the determination. The family will be given 30 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 30-day time frame, AHA will terminate the housing assistance payments at the expiration of this 30-day period. AHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member. AHA may refer other eligible families to the excepted units. However, if there are no eligible families on the waiting list and the owner does not refer eligible families to AHA, AHA will amend the HAP contract to reduce the total number of units under contract.

15.12 Vacancy Payments

[24 CFR 983.352](#)

The AHA will decide on a case-by-case basis if the AHA will provide vacancy payments to the owner. The HAP Contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments, which will in no event exceed 60 days.

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the AHA determines that the vacancy is the owner's fault.

If the AHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to the keep the housing assistance payment, the AHA will notify the landlord of the amount of housing assistance payment that the owner must repay. The AHA will require the owner to repay the amount owed.

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must properly notify the AHA. In order for a vacancy payment request to be considered, it must be made within 15 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the AHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the AHA within 15 business days of the AHA's request, no vacancy payments will be made.

15. 13 Reduction in HAP Contract Due to Vacancies

Link: [24 CFR 983.25](#)

If any contract units have been vacant for 120 days, the AHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The AHA will provide the notice to the owner prior to the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of the AHA's notice.



QUADEL
CONSULTING

CHAPTER 16: Rental Assistance Demonstration (RAD) Project Based Voucher Conversions

Link: [Notice PIH 2012-32 Rev. 1](#)

16.1 Overview

Public housing units converting to assistance under Rental Assistance Demonstration (RAD) long-term Project Based Voucher (PBV) contracts are no longer subject to the public housing program rules. The former public housing units which become PBV units are subject to the rules of the Section 8 program, as modified by a few rules specific to RAD converted units. These specific RAD-related rules apply a few important provisions of the public housing rules to the RAD converted units, even though they would not normally be applicable in the HCV context.

AHA anticipates converting public housing units to PBV units using RAD conversions. Upon conversion to PBV, the AHA will adopt the resident rights, participation, waiting list and grievance procedures applicable to the RAD PBV units. The units converted to PBV under the RAD program will be operated consistent with AHA's PBV program rules referenced in this Administrative Plan to the extent not specifically required to operate in a different manner by the regulatory and statutory requirements of the RAD PBV program referenced above.

16.2 Resident Rights

16.2.1 No Re-screening of Tenants upon Conversion

Pursuant to the RAD statute, at conversion current households are not subject to rescreening, income eligibility, or income targeting provisions. Current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion.

A unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Once that remaining household moves out, the unit must be leased to an eligible family.

16.2.2 Right to Return

Any residents that need to be temporarily relocated due to rehabilitation or construction have a right to return to an assisted unit at the site once rehabilitation or construction is completed. If transferred, residents of the converting site have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete.

Residents of a site undergoing RAD conversion may voluntarily accept AHA's offer to permanently relocate to another assisted unit, and thereby waive their right to return to the site after rehabilitation or construction is completed.

16.2.3 Renewal of Lease

Under RAD, the AHA must renew all leases upon lease expiration, unless cause exists. This provision must be incorporated by the PBV owner into the tenant lease or tenancy addendum.

16.2.4 Phase-in of Tenant Rent Increases

The AHA has established a policy setting the length of the phase in period at three years. If a tenant's monthly rent increases by more than the greater of 10 percent or \$25 solely as a result of RAD conversion, the rent increase will be phased in over 3 years.

The below method explains the percentage-based phase-in the AHA will follow. For purposes of this section "standard TTP" refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the "most recently paid TTP" refers to the TTP recorded on line 9j of the family's most recent HUD Form 50058.

Three Year Phase-in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP and the standard TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP
- Year 3: Year 3 AR and all subsequent re-certifications – Full standard TTP

In the three year phase-in, once the standard TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward.

16.2.5 Family Self-Sufficiency

Current FSS participants will continue to be eligible for FSS once their housing is converted under RAD, and AHA is allowed to use any remaining Public Housing FSS funds to serve those FSS participants who live in units converted by RAD.

16.2.6 Choice-Mobility

AHA provides a Choice-Mobility option to residents of RAD projects based on the following:

- Resident Eligibility: Residents have a right to move with tenant-based rental assistance 12 months after the move-in date, subject to the availability of tenant-based vouchers. Households must submit a written request after the 12 month period has expired if they wish to be issued a tenant-based voucher. Households requesting tenant-based vouchers will be reviewed and if the required 12 month PBV period has occurred, will be moved to the top of the HCV waiting list based on the date and time of their written request.
- If a resident is already a resident of the covered project at the time of conversion to PBV, the resident may request a tenant-based voucher after 12 months of PBV assistance, subject to the

availability of tenant-based vouchers. When requests for tenant-based vouchers are made after 12 months of PBV residency, residents must submit a written request for a tenant-based voucher which will be reviewed and if the required 12 month PBV period has occurred, will be moved to the top of the HCV waiting list based on date and time of written request.

16.2.7 Resident Participation and Funding

Residents of RAD projects converting to PBVs have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and are eligible for resident participation funding.

16.3 Waiting List

Link: [24 CFR 903.7\(b\)\(2\)\(ii\)-\(iv\)](#)

The AHA will establish PBV site-based waiting lists for properties converted through RAD. AHA will ensure that applicants on AHA's public housing and HCV waiting lists are offered placement on the RAD project's initial site-based waiting lists. Applicants from the PH and/or HCV waiting lists will be placed on the new PBV site based waiting list(s) based on the date and time of their original application to the PH and/or HCV program.

16.4 Earned Income Disregard (EID)

Link: [24 CFR 5.617](#)

Tenants who are employed and are currently receiving the EID exclusion at the time of RAD conversion will continue to receive the EID after conversion. Upon the expiration of the EID, the rent adjustment will not be subject to rent phase-in. The rent will automatically increase to the appropriate rent level based upon tenant income at that time.

Under the HCV program, the EID exclusion is limited to only persons with disabilities. However that requirement is not in the public housing program, i.e. the units prior to conversion to RAD. In order to allow all RAD public housing conversion tenants who are employed and currently receiving the EID at the time of conversion to continue to benefit from EID in the PBV project, the provision limiting EID to only disabled persons is waived. The waiver only applies to public housing tenants receiving the EID at the time of RAD conversion to PBV.

16.5 Termination Notification

Link: [24 CFR 5.617](#)

The termination procedure for RAD conversions to PBV will require AHA provide adequate written notice of termination of the lease which will not be less than:

- A reasonable period of time, but not to exceed 30 days:

- If the health or safety of other tenants, AHA employees, or persons residing in the immediate vicinity of the premises is threatened; or In the event of any drug-related or violent criminal activity or any felony conviction;
- 14 days in the case of nonpayment of rent; and
- 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period will apply.

16.6 Grievance Process

Link: [4 CFR 982.555\(a\)\(1\)\(i\)-\(iv\)](#)

For RAD converted PBV units, the additional RAD program rules apply:

- An opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to an AHA (as owner) action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
 - For any hearing for participants, the contract administrator will perform the hearing.
 - For any additional hearings required under RAD, AHA (as owner) will perform the hearing.

An informal hearing will not be required for class grievances or to disputes between residents not involving the AHA (as owner) or contract administrator.

AHA (as owner) will provide opportunity for an informal hearing before an eviction.

Notice and other informal hearing policies are the same as stated in this Administrative Plan for the HCV program.

CHAPTER 17: Homeownership

[24 CFR 982.625](#)

Allentown Housing Authority (AHA) chooses to offer the “special housing type” *homeownership program* option on a voluntary basis. Under this option, AHA will offer monthly homeownership assistance payments for families residing in a home purchased or owned by one or more members of the family.

AHA will demonstrate the capacity to operate a successful Housing Choice Voucher Homeownership Program (HCV HOP) by requiring the following:

- The homeowner will be required to make a minimum down payment of 3% of the purchase price with at least 1% of the purchase price coming from the family’s personal finances; AND
- The homeowner must secure financing that is provided, insured, or guaranteed by the state or Federal government, comply with secondary mortgage market underwriting requirements, or comply with generally accepted, private sector underwriting standards.

17.1 Family Eligibility

The family must meet all of the requirements listed below before the commencement of homeownership assistance.

- The family must have been admitted to and participating the AHA Housing Choice Voucher Program for a minimum of one year at the time of commencement of the homeownership assistance payments.
- The family must qualify as a first-time homebuyer, a cooperative member, or a family of which a family member is a person with disabilities and use of the homeownership option is needed as a reasonable accommodation. A first-time homebuyer is defined as someone buying a home where no member of the household has had any ownership interest in any residence during the three years preceding commencement of homeownership assistance.
- The family must meet the federal minimum income requirement.
 - The family must have a gross annual income equal to the federal minimum wage multiplied by 2,000 based on the income of adult family members who will own the home.
 - For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone multiplied by 12.
 - For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. Welfare payments will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (not less than an average of 30 hours per week) and

has been continuously so employed during the year before commencement of homeownership assistance for the family.

- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family, includes a person with disabilities, AHA must grant an exemption from the employment requirement if AHA determines that it is needed as a reasonable accommodation.
- Employment interruption is permissible where full-time employment remains consecutive for 12 months at commencement, regardless of switch of employers.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option.
- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).
- The family satisfies any other initial requirements as established by AHA:
 - Must be a participant in the AHA HCV program for a minimum of 1 year at the time of HCV HOP eligibility request.
 - Must be Free of Debts owed to AHA and be in compliance with program rules.
 - Must provide Certification of Completed Homeownership Counseling.

17.2 Selection of Families

Families who are determined to be eligible for HCV HOP are selected in order based upon date and time of eligibility request. AHA will allow for a maximum of 15 participants at any given time and will maintain a waitlist for eligible families after maximum capacity is reached.

All selected families must attend an HCV HOP briefing that reviews where the family may purchase a unit, how portability works, and the advantages of moving to an area that does not have a high concentration of low-income families.

17.3 Eligible Units

Homeownership families may purchase an eligible unit anywhere within the jurisdiction of AHA, which includes Lehigh and Northampton County. AHA will determine that the unit satisfies all of the following housing requirements established by HUD:

- The unit must be under construction or already exist at the time the family enters in to the sale.
- The unit must be a one-unit property or single dwelling unit in a cooperative condominium.

- For a unit where the family will not own fee title to the real property, the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.
- The unit must be inspected by AHA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards as stated in Chapter 8.
- For an AHA-owned unit all of the following conditions must be met:
 - AHA must inform the family, both orally and in writing, that the family has the right to purchase any eligible unit and an AHA-owned unit is freely selected by the family without any pressure from AHA;
 - The unit is not ineligible housing;
 - AHA must obtain the services of an independent agency to inspect the unit for compliance with housing inspection standards.
- The unit may NOT be any of the following:
 - A public housing or Indian housing unit;
 - A unit receiving Section 8 project based voucher;
 - A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
 - A college or other school dormitory;
 - On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.

17.4 Additional AHA Requirements for Search and Purchase

- A family must contact lenders and be preapproved for a loan before commencing their housing search.
- A family that has been preapproved will have 90 days to identify a unit and submit a sales contract to AHA for review. The family will have an additional 90 days to close on the home. AHA may grant extensions to either of these periods for “good cause”. Extensions will be granted on a case-by-case basis. The maximum amount of time granted for both the search and closing of a home purchase under the “homeownership option” is 365 days.
- All requests for extensions must be submitted in writing to AHA prior to the expiration of the period for which the extension is being requested. AHA will approve or disapprove the extension request within 10 business days. The family will be notified of the decision in writing.
- During these periods, the family will continue to receive HCV rental assistance in accordance with any active lease and HAP contract until the family vacates the rental unit for its purchased home.
- The family will be required to report their progress on locating and purchasing a home to AHA every 30 days until the home is purchased.

17.5 Home Inspections, Contract of Sale and Disapproval of Sellers

17.5.1 Home Inspections

The home selected by the family must pass an initial AHA housing inspection. If the home passes

AHA housing inspection, the family will then be responsible for hiring an independent professional home inspector to inspect the selected home. The inspections must include all physical defects and conditions of the major building systems/components including but not limited to foundation and structure, housing interior and exterior, roofing, plumbing, electrical, and heating systems. The family must provide AHA with a copy of the independent inspection report to determine if any prepurchase repairs are necessary. Private inspectors selected and paid for by the family must be certified by the American Society of Home Inspectors or another similar national organization.

AHA will review the private inspector report within 5 business days of receipt, and will issue written approval or disapproval for purchase of unit based upon the presence of any physical problems.

AHA will not require annual Housing inspections.

AHA is also required to conduct a limited environmental review to determine if the unit is located in:

- A special flood hazard area identified by the Federal Emergency Management Agency;
- The coastal barriers resource system; and
- A civil airport runway clear zone and/or military airfield clear zone.

17.5.2 Down Payment and Additional Expenses

A minimum down payment of 3% is required. At least 1% of the down payment must come from a family's own resources. The family is responsible for closing costs. However, the family may access Family Self-Sufficiency escrow funds and/or other available programs to cover some of these costs. The family must pay the cost of the independent home inspection and any associated attorney fees. The family must be current in their payment of its utility obligations and must have the ability to have utilities turned on in the name of the mortgagor(s). The family must demonstrate that they have the resources to acquire basic household tools and equipment, and that are existing kitchen appliances or have the resources to acquire kitchen appliances.

17.5.3 Contract of Sale

1. Before commencement of monthly homeownership assistance payments, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must provide AHA with a copy of the contract of sale for review. The contract of sale must include the following:

2. Seller certification that the seller has not been debarred, suspended, or subject to a limited denial of participation; AND
3. Specify the price and other terms of sale by the seller for purchase; AND
4. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent contractor selected by the purchaser; AND
5. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser; AND
6. Provide that the purchaser is not obligated to pay for any necessary repairs; AND
7. Provide that the purchaser is not obligated to purchase the unit unless the purchaser obtains financing approval.

17.6 Financing

[24 CFR 982.632](#)

The family must secure its own financing for the purchase of the home. It is anticipated the mortgage lender will consider HCV assistance when underwriting the loan. The Housing Assistance Payments (HAP) will go directly to the lender on the family's behalf. Since the payment standards are known in advance, AHA will provide the family with an estimated or maximum HAP amount that can be used in presenting the program to lenders. Additional materials can be provided when necessary for the lenders in order to explain that the HAP subsidy will increase if the family's income decreases.

AHA will require review of lender qualifications and the loan terms before authorizing homeownership assistance. AHA will only allow fixed mortgage rates. AHA will not allow balloon payments or variable interest rate loans, and will not allow unusually high interest rates. AHA prohibits seller financing. AHA will also review the loan terms to ensure affordability, which will require housing costs to be at or below 40% gross income.

17.7 Continued Assistance Requirements: Family Obligations

[24 CFR 982.633](#)

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option. The family must comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home or any refinancing of such debt.
- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member.
- The family must supply all requested information to AHA and as required by HUD. This includes mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.

- The family must notify AHA at least 30 days before moving out of the home.
- The family must notify AHA if the family defaults on the mortgage used to purchase the home.
- No family member may have any ownership interest in any other residential property.
- The family must comply with all obligations on the HUD-52649 form.
- The family must comply with all other AHA optional requirements listed in AHA Administrative Plan.

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, AHA will not continue homeownership assistance after the month when the family moves out.

17.8 Maximum Term of Homeowner Assistance

[24 CFR 982.634](#)

HCV Homeownership assistance may only be paid for a maximum period of 15 years if the initial mortgage incurred to finance purchase of the home has a term that is 20 years or longer. In all other cases, the maximum term for homeownership assistance is 10 years. The maximum term for homeownership assistance does not apply to an elderly or disabled family.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of the homeownership assistance. In the case of a disabled family, the exception applies if at any time during the receipt of homeownership assistance the family qualifies as a disabled family.

If during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

17.9 Homeownership Assistance Payments and Expenses

[24 CFR 982.635](#)

17.9.1 Homeownership Assistance Payments

The homeownership housing assistance payment will equal the lower of (1) the payment standard minus the total tenant payment or (2) the monthly homeownership expenses minus the total tenant payment. In determining the amount of the homeownership assistance payment at initial payment, AHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as described in the HCVP section of the Administrative Plan. The payment standard for subsequent years will be the higher of (1) the payment standard in effect at commencement of homeownership assistance; or (2) the payment standard in effect at the most recent regular family reexamination.

After the homeownership housing assistance payments begin, AHA will annually reexamine family income and composition and make appropriate adjustments to the amount of the monthly housing assistance payment.

AHA will make homeownership assistance payments directly to the lender on behalf of the family. AHA will make an exception and provide homeownership assistance payments directly to the family, if the family provides documentation from at least two lenders denying the receipt of two separate payments. In this case, the check would be made payable to the lender. If the housing assistance payment exceeds the amount due to the lender, AHA will pay the excess directly to the family. Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family.

17.9.2 Homeownership Expense Allowances

Homeownership expenses, including cooperatives, that AHA will apply for covered allowances are as follows:

- Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage premium incurred to finance purchase of the home;
- Real estate taxes and public assessments of the home;
- Home insurance;
- AHA allowance for 1% of the total purchase price of family's home in annual reserves for maintenance expenses;
- AHA allowance for 1% of the total purchase price of family's home in annual reserves for costs of major repairs and replacements;
- Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home;
- Condominium/HOA fees and
- AHA utility allowance.

17.10 Portability

[24 CFR 982.636](#)

A family determined eligible for homeownership assistance by AHA may purchase a home outside of AHA's jurisdiction if the receiving PHA is administering a homeownership voucher program and is accepting new homeownership participants.

All other portability procedures for the AHA HCV Program will apply to the homeownership option.

17.11 Moving with Continued Assistance

[24 CFR 982.637](#)

A homeownership family may purchase another home with the voucher assistance if there is no mortgage loan default. The family would be required to sell its current home in order to purchase another home. Where applicable, AHA will recapture a percentage of homeownership assistance defined in the regulations upon sale or refinancing. AHA prohibits more than one move by the family within the HAP assistance period.

If a family receiving homeownership assistance sells one unit and purchases another unit, the term limit applies to the total term during which the family receives assistance. The applicable limit is based on the term of the mortgage used to purchase the first unit.

17.12 Denial or Termination of Assistance

[24 CFR 982.638](#)

At any time, AHA may deny homeownership assistance in accordance with HCV program requirements outlined in this Administrative Plan.

AHA will terminate voucher homeownership assistance for any member of a family that is dispossessed from the home pursuant a judgement or order of foreclosure on any mortgage, securing debt incurred to purchase the home, or any refinancing of such debt. The family may be eligible to receive continued voucher rental assistance if AHA determines there was a mitigating circumstance.

AHA will terminate voucher homeownership assistance if the family violates any conditions in the *Statement of Homeowner Obligations*.

Participants in the HCV HOP will be entitled to the same termination notice and information hearing procedures as set forth in this Administrative Plan.

CHAPTER 18 - Family Self-Sufficiency Program

[24 CFR 984.102](#)

AHA does not currently administer an FSS program. Should funding become available, AHA will administer the program under the following policies:

The objective of the FSS program is to reduce the dependency of low-income families on welfare assistance and on Housing Choice Voucher, public, or any Federal, State, or local rent or homeownership subsidies. Under the FSS program, low-income families are provided opportunities for education, job training, counseling, and other forms of social service assistance, while living in assisted housing, so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency, as defined in [§984.103](#) of this subpart A.

18.1 Action Plan

[24 CFR 984.201](#)

AHA has developed an Action Plan in consultation the Program Coordinating Committee, which has met with HUD approval.

The Action Plan describes the policies and procedures of AHA for operation of a local FSS program, and contains the following information:

- Family demographics. A description of the number, size, characteristics, and other demographics (including racial and ethnic data), and the supportive service needs of the families expected to participate in the FSS program;
- Estimate of participating families. A description of the number of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated Federal, tribal, State, local, and private resources;
- Eligible families from other self-sufficiency programs. If applicable, the number of families, by program type, who are participating in Operation Bootstrap, Project Self- Sufficiency, or any other local self-sufficiency program who are expected to agree to execute an FSS contract of participation.

18.2 Program Coordinating Committee

[24 CFR 984.202](#)

AHA has established a Program Coordinating Committee (“PCC”) to assist the PHA in securing commitments of public and private resources for the operation of the FSS program within AHA's jurisdiction, including assistance in developing the Action Plan and in implementing the program.

The PCC is comprised of representatives of AHA; residents of public housing and/or participants of the HCV Program; and may include representatives of the unit of general local government served by

AHA, local agencies (if any) responsible for carrying out JOBS training programs, or programs under the JTPA, and other organizations, such as other State, local or tribal welfare and employment agencies, public and private education or training institutions, child care providers, nonprofit service providers, private business, and any other public and private service providers with resources to assist the FSS program.

18.3 Family Selection

[24 CFR 984.203](#)

All families currently living in AHA's public housing or Housing Choice Voucher housing program are eligible for participation in the agency's FSS program.

AHA will maintain a waiting list of families who would like to participate in the program. The Waiting List will be maintained for all individuals who responded positively to their desire to participate in the FSS program. Each family Head of Household will complete an application form. This will also serve as an initial needs assessment for the family and will become the basis for designing the Family Action Plan.

Since each family in the program has opportunities to participate in the FSS program and participation is purely voluntary, there will be no discrimination based on the family's educational level, educational or standardized motivational test results, previous job history or job performance, credit rating, marital status, number of children, or other factors, such as sensory or manual skills, and any factors which may result in discriminatory practices or treatment toward individuals with disabilities or minority or non-minority groups.

Participation in the FSS program will be on a "first come, first serve basis" replacement basis.

18.4 Contract of Participation

[24 CFR 984.303](#)

Each family that is selected to participate in an FSS program must enter into a contract of participation with AHA. The AHA and each participating family will establish an FSS head of household. The contract of participation must be signed by the head of the FSS family. The contract of participation begins upon the 1st reexamination of income after the CoP execution date, and can be extended for up to 2 years. The contract of participation provides that each FSS family is required to fulfill their obligations no later than 5 years after the effective date of the contract. Families may graduate in fewer than 5 years. FSS family that requests, in writing, an extension of the contract, provided that AHA finds that good cause exists for granting the extension.

The contract of participation includes the individual training and services plan (s and sets forth the terms and conditions governing participation in the FSS program, including the rights and

responsibilities of the FSS family and of AHA, the services to be provided to, and the activities to be completed by, the head of the FSS family and each adult member of the family who elects to participate in the program.

In the event that the FSS family fails to comply with the Contract of Participation, without good cause, AHA may:

- Withhold the supportive services;
- Terminate the family's participation in the FSS program; or
- Terminate or withhold the family's Housing Choice Voucher assistance, except in the case where the only basis for noncompliance with the contract of participation is noncompliance with the lease, or failure to become independent from welfare assistance.

The contract of participation is considered to be completed, and a family's participation in the FSS program is considered to be concluded when one of the following occurs:

- The FSS family has fulfilled all of its obligations under the contract of participation on or before the expiration of the contract term, including any extension thereof; or
- 30 percent of the monthly adjusted income of the FSS family equals or exceeds the published existing housing fair market rent for the size of the unit for which the FSS family qualifies based on AHA's occupancy standards. The contract of participation will be considered completed and the family's participation in the FSS program concluded on this basis even though the contract term, including any extension thereof, has not expired, and the family members who have individual training and services plans have not completed all the activities set forth in their plans.
- The contract of participation is automatically terminated if the family's Housing Choice Voucher assistance is terminated in accordance with HUD requirements.

The contract of participation may be terminated before the expiration of the contract term, and any extension thereof, by:

- Mutual consent of the parties;
- The failure of the FSS family to meet its obligations under the contract of participation without good cause, including in the Housing Choice Voucher FSS program the failure to comply with the contract requirements because the family has moved outside the jurisdiction of the PHA;
- The family's withdrawal from the FSS program;
- Such other act as is deemed inconsistent with the purpose of the FSS program; or
- Operation of law.

- *Option to terminate Housing Choice Voucher housing and supportive service assistance.* AHA may terminate or withhold Housing Choice Voucher housing assistance, the supportive services, and the FSS family's participation in the FSS program, if AHA determines, in accordance with the hearing procedures provided in [24 CFR 982.555](#) that the FSS family has failed to comply without good cause with the requirements of the contract of participation.

18.5 FSS Account

[24 CFR 984.305](#)

An interest-bearing escrow account is established by AHA for each participating family. Any increases in the family's rent as a result of increased earned income during the family's participation in the program result in a credit to the family's escrow account. AHA will report, at least once annually, to each FSS family on the status of the family's FSS account. The family will not receive escrow credit if they are in the process of moving and currently not under lease. Once a family graduates from the program, they may access the escrow and use it for any purpose. Forfeited escrow will be deposited into an account to be used for the benefit of FSS families.

If the FSS family has not paid the family contribution towards rent, or other amounts, if any, due under the public housing or Housing Choice Voucher-assisted lease, the balance in the family's FSS account will be reduced by that amount (as reported by the owner to the PHA in the Housing Choice Voucher FSS program) before prorating the interest income. If the FSS family has fraudulently under-reported income, the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.

APPENDIX 1

Definitions of Terms

Adult

A household member who has reached the age of legal majority in the state or a head, spouse, under the legal age of majority who has executed the appropriate emancipated adult form.

Affiliated individual

With respect to an individual, means:

- a. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- b. Any individual, tenant, or lawful occupant living in the household of that individual.

Allowance for Dependents

The deduction allowed for each family member who is a dependent. (See definition of Dependent.)

Allowance for Elderly and Disabled

The standard deduction allowed for elderly and disabled households. (See definition of Disabled Family and Elderly Family).

Allowance for Disability Assistance Expenses

The amount of Disability Assistance Expense in excess of three percent of annual income that enables a family member (including the disabled person) to work. The allowance may not exceed the annual income earned by the family member who is enabled to work. Disability assistance expenses include costs for care attendants and auxiliary apparatus (e.g., wheelchairs, adaptations, to vehicles, special equipment) if directly related to permitting the disabled person or other family members to work.

Allowance for Medical Expenses

For Elderly and Disabled Families (see definition of Elderly Family below) the amount of medical expenses (see definition of Medical Expenses below) in excess of allowable percentage of annual income.

Annual Income

The anticipated total annual income, before deductions, of an eligible family from all sources for the 12-month period following the date of determination of income. When the cash value of a family's assets is greater than the amount allowable by HUD, the annual income derived from assets shall be the greater of the actual income derived or the imputed income computed at the passbook savings rate determined by HUD.

Applicant

A person who has filled out an application or pre-application with AHA for housing assistance.

Application

The full, formal and complete family information form signed by the head of household when the family is invited to complete eligibility determination. The applicant's signature (written or electronic) on the application form certifies that all information provided is complete and accurate.

Assets

The Value of equity in real property, savings, stock, bonds, life insurance policies, and other forms of capital investment, excluding interests in Indian trust land. The value of necessary items of personal property such as furniture and automobiles is not considered an asset. The value of such assets will be determined in accordance with HUD guidance.

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.

Bifurcate

With respect to a public housing or HCV lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Certification

To formally confirm the information provided in a document through written or electronic signature.

Child

A child is defined as a minor.

Child Care Expenses

Amounts anticipated to be paid by the family for the care of children under 13 years of age (including foster children) during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Citizen

Means a citizen or native of the United States.

Continuously Assisted

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Controlling interest

Controlling interest means:

- a. Holding more than 50 percent of the stock of any corporation; or
- b. Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or

- c. Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- d. Holding more than 50 percent of all managing member interests in an LLC; or
- e. Holding more than 50 percent of all general partner interests in a partnership; or
- f. Having equivalent levels of control in other ownership structures. Most ownership structures are already covered in the categories listed above. This last category is meant to cover any ownership structure not already listed in the categories above. Also, under this category (f), a PHA must have more than 50 percent control in that ownership structure (an equivalent level of control) for the project to be considered PHA-owned.

Dating violence

Violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship;
 - ii. The type of relationship; and
 - iii. The frequency of interaction between the persons involved in the relationship.

Dependent

A member of the household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or is a Full-time Student.

Disabled Family

A family in which the head of household, spouse, or co-head of household is a disabled person.

Disabled Person

A person is considered disabled if one of the following definitions is met.

- a. Section 223 of the Social Security Act defines disability as an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or, for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.
- b. A person having a physical or mental impairment that:
 - 1. Is expected to be of a long-continued and indefinite duration;
 - 2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that such ability could be improved by more suitable housing conditions.
- c. A developmental disability is a severe, chronic disability which:
 1. Is attributable to a mental and/or physical impairment;
 2. Was manifested before the age of 22;
 3. Is likely to continue indefinitely.
 - i. Results in substantial functional limitations in three or more of the following areas:
capacity for independent living; self-care; receptive and expressive language; learning; mobility; self-direction; and economic self-sufficiency; AND
 - ii. Requires special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned or coordinated.
 - d. No individual shall be considered a person with disabilities, for the purpose of eligibility for Housing Choice Voucher Housing assistance, on the basis of any drug or alcohol dependence.

Disability Assistance Expenses

Reasonable expenses in excess of three percent of annual income that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Displaced Person

A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domestic violence

Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Elderly Family

A family whose head or spouse (or sole member) is a person who is 62 years of age or older. It may include two or more Elderly Persons living together, or one or more such persons living with one or more persons who are determined to be essential to their care or well-being.

Elderly Person

A person who is at least 62 years of age.

Eviction

The dispossession of the tenant by the unit owner (in accordance with a court order) from the leased unit as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, Federal, and Pennsylvania law, or for other good cause.

Extremely-Low Income Family

A family whose Annual Income does not exceed the higher of the Federal poverty level or 30% of the median income for the area, as determined by HUD with adjustments for family size.

Family and Family Composition

Regardless of actual perceived sexual orientation, gender identity or marital status, a family is:

- a. A single person, who may be an elderly, displaced person, disabled person, near-elderly person or any other single person family. A single, pregnant woman is considered a two-person family for purposes of the Housing Choice Voucher Program.
- b. A group of persons residing together, and such group includes but is not limited to a family with or without children; an elderly family; a near-elderly family; a disabled family; a displaced family and the remaining member of a tenant family whose income and resources are available to meet the family's needs.

Family Share

The full amount of housing costs for which the family is responsible.

Family Rent to Owner

The amount paid by the family that is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner.

Fixed Income

Fixed income includes income from:

- a. Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
- b. Federal, state, local, and private pension plans; and
- c. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments.

Foster Care Payment

Payment to eligible households by state, local or private agencies for the care of a child placed in the home by an agency.

Full-time Student

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

Gender Identity

Actual or perceived gender-related characteristics.

Head of Household

An adult, 18 years of age or older, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

History or Practice

A history or practice refers to actions or activities that have occurred more than once (i.e., repeated).

HUD

The U.S. Department of Housing and Urban Development or its designee.

Lease

A written agreement between the family and the owner of a housing unit.

Live-in Aide

A person who resides with someone who is age 50 or older, disabled or handicapped person or persons and who:

- a. Is determined by AHA to be essential to the care and well-being of the person(s);
- b. Is not obligated for support of the person(s); and

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

A live-in aide does not qualify as the remaining member of a tenant family. A live-in aide may include more than one person.

Low Income Families

A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for family size.

Medical Expenses

Those medical expenses that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance, including medical insurance premiums, payments on accumulated major medical bills, dental expenses, prescription medicines, eyeglasses, hearing aids, and batteries, cost of care attendant, and transportation expenses directly related to medical treatment.

AHA

Allentown Housing Authority.

Minimum Rent

The minimum monthly rent contribution to be paid by a family assisted under the Housing Choice Voucher program. The minimum rent established by AHA is \$50 per month.

Mixed Family

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

Monthly Adjusted Income

1/12 of Annual Adjusted Income.

Monthly Income

1/12 of Annual Income.

National

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

Owner (including a principal or other interested party) Possessor

of property.

Overcrowded Family

A participant family with an insufficient number of bedrooms for the number of persons in the family, according to the HQS defined in the regulations.

Overhoused Family

A participant family with a greater number of bedrooms than required for the family members. **PHA-**

Owned Unit

A unit is “owned” by a PHA if the unit is in a project that is:

- a. Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit);
- b. Owned by an entity wholly controlled by the PHA; or
- c. Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Pre-Application

A preliminary application form designed to collect information to determine preliminary eligibility for placement on the waiting list.

Portability Eligibility

Families whose head of household or spouse lived in the AHA jurisdiction at the time of application.

Project

A single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land.

Reexamination

The process of securing documentation to recomputed rent and subsidy, and to determine that participants meet the eligibility requirements for continued assistance.

Reexamination Effective Date

The date established by AHA on which a rent change becomes effective following verification of all income, assets, expenses and circumstances. The anniversary of the first of the month the tenant was assisted under the assistance contract in effect.

Remaining Member of the Tenant Family

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

Rent to Owner

The rent charged by the owner, including owner paid utilities.

Service Provider

A person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

Sexual assault

Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Sexual Orientation

Homosexuality, heterosexuality or bisexuality.

Single Person

A person who lives alone or intends to live alone.

Spouse or Intimate Partner

A person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Stalking

Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- a. Fear for the person's individual safety or the safety of others; or
- b. Suffer substantial emotional distress.

Supportive Services

Services that help support a family's successful tenancy and address their needs in a broad range of areas, including but not limited to: Household Training, Job Training, Self Sufficiency Services and Resources, Remedial Education and Substance Abuse Treatment.

Temporary Deferral of Termination of Assistance

A specific period of time in which the family would continue to receive full assistance before assistance is terminated.

Tolling

The suspension of the search time that a family is allotted on their voucher.

Total Family Income

Annual Income as defined above.

Total Tenant Payment

An amount equal to 30 percent of the family's monthly-adjusted income; 10 percent of the gross monthly income of the family occupying the dwelling unit; or the monthly minimum rent of \$50, whichever amount is greater. The Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

Utility Allowance

An amount determined by AHA as an allowance for the cost of utilities (except telephone and cable TV) payable directly by the tenant.

Utility Reimbursement

The amount by which the Utility Allowance for the unit exceeds the Family Share (negative rent).

VAWA

The Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

Very-Low Income Family

A family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for family size.

Veteran

An individual who has served in the United States Armed Forces.

Welfare Assistance

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state or local governments. Also known as Temporary Assistance to Needy Families (TANF).

APPENDIX 2

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

[PIH 2017-08](#)

Emergency Transfers

AHA is concerned about the safety of its participants, and such concern extends to participants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), AHA allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the participant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of AHA to honor such request for participants currently receiving assistance, however, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether AHA has another dwelling unit that is available and is safe to offer the participant for temporary or more permanent occupancy.

This plan identifies participants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to participants on safety and security.

Eligibility for Emergency Transfers

A participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit. If the participant is a victim of sexual assault, the participant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Participants who are not in good standing may still request an emergency transfer if they meet the other requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the participant shall submit a written request for a transfer to another location. AHA will provide reasonable accommodations to this policy for individuals with disabilities. The participant's written request for an emergency transfer should include either:

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

Confidentiality

AHA will keep confidential any information that the participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the participant gives AHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the participant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the participant.

Emergency Transfer Timing and Availability

AHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. AHA will, however, act as quickly as possible to expedite administrative processes for participants who are a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit, or to a tenant-based voucher if available, in accordance with this Plan.

If a victim makes an emergency transfer request and has been living in a PBV unit for one year or more, AHA will provide the victim priority to receive the next available opportunity for continued tenant based rental assistance. If a victim has been living in a PBV unit for less than one year, AHA may:

- Offer a tenant-based voucher if available.
- Provide the victim with a list of housing providers in the community for which the PHA has partnered to serve victims of domestic violence, dating violence, sexual assault, and stalking.
- Offer to allow the tenant to move to another PBV unit at the same site if the individual deems the unit safe, or to a unit in another PBV project under the PHA.
 - If a participant reasonably believes a proposed transfer would not be safe, the participant may request a transfer to a different unit. If a unit is available, the transferred participant must agree to abide by the terms and conditions that govern occupancy in the unit to which the participant has been transferred. AHA may be unable to transfer a participant to a particular unit if the participant has not or cannot establish eligibility for that unit.

If AHA has no safe and available units or tenant-based vouchers for which a participant who needs an emergency is eligible, AHA will assist the participant in identifying other housing providers who may have safe and available units to which the participant could move. At the participant's request, AHA will also assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Participants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe.

Participants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1800-787-3224 (TTY).

Participants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/>.

Participants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalkingresource-center>.