

FOREWORD:

ABOUT DCA

The Georgia Department of Community Affairs (DCA) Rental Assistance Division administers the Housing Choice Voucher (HCV) Program, which assists extremely low-income, very low-income and low-income Georgians obtain decent and affordable housing. DCA administers this U.S. Department of Housing and Urban Development (HUD) Housing Choice Voucher Program in 149 of Georgia's 159 counties. The ten counties not under DCA's jurisdiction administer their own HCV programs. DCA began administering the HCV program in 1976, when it entered into its first Annual Contributions Contract with HUD.

A. ORGANIZATIONAL SET-UP

DCA is a legislatively created department of the executive branch of the State's government, created pursuant to the Official Code of Georgia Annotated, Title 50, Chapter 8, Article 1, as amended (the "DCA Act").

By state statute, a Board of Directors governs DCA. Board members are appointed by the Governor and are composed of one member from each United States Congressional District in the State (currently fourteen) plus five additional members from the State at large, and include elected officials of counties or municipalities, individuals with an interest or expertise in community or economic development, environmental issues, housing development or finance or citizens who in the judgment and discretion of the Governor would enhance the DCA Board.

The Governor nominates to the Board of Directors an individual, who upon the Board's approval, serves as the Commissioner of DCA. The Commissioner oversees the daily administration of the agency's staff and activities. As noted hereinabove, pursuant to the Act, the Commissioner of DCA is the Executive Director of the Authority.

The Rental Assistance Division (RAD) administers the Housing Choice Voucher Program, Veterans Administration Supportive Housing (VASH), Mainstream Program, Enhanced Voucher Program, Project Based, and Homeownership programs.

Due to the large geographical jurisdiction of DCA (149 of Georgia's 159 counties), the approximately 16,000 housing vouchers are administered by four Regional Offices, located in Athens, Eastman, Tucker, and Waycross, Georgia. An Office Director heads each office, consisting of a Field Operations Manager, Office Manager, Family Housing Counselors, Housing Processors, and an Office Receptionist.

Resident Advisory Board

DCA utilizes a 10 member advisory board composed of ten HCV participants. This Board is appointed for a one-year term. The board is notified of all regulatory changes and provides input and comments to DCA staff prior to implementation.

B. DESCRIPTION OF PROGRAMS OFFERED

DCA administers the following rental assistance programs:

1. HCV Housing Choice Programs
2. Welfare to Work (Prosperity Voucher Program)
3. Family Self Sufficiency
4. Project Based Program
5. Enhanced Voucher Program
6. Homeownership Program
7. Mainstream Housing Choice Voucher Program
8. Veterans Administration Supportive Housing
9. Money Follows the Person Demonstration Program
10. The State of Georgia Settlement Agreement Housing Program

C. LEGAL JURISDICTION

In July 1996, the Georgia Housing and Finance Authority (GHFA) merged with the Department of Community Affairs (DCA) and became the state entity responsible for administering the HCV Program. Prior to the merger, the GHFA was created by the Georgia General Assembly in 1991 by enactment of the Georgia Housing and Finance Authority Act and was solely responsible for the program administration. The GHFA replaced the Georgia Residential Finance Authority that had been established in 1974. The new act expanded the Authority's powers by enabling it to engage in economic development activities.

D. ADMINISTRATIVE FEE RESERVE

DCA must maintain an administrative fee reserve for the program to pay program administrative expenses in excess of administrative fees paid by HUD. HUD requires the PHA Board of Commissioners or other authorized officials to establish the maximum amount that may be charged against the administrative fee reserve without specific approval. [24 CFR 982.155]

Expenditures from the administrative fee reserve will be made in accordance with all applicable Federal requirements. Expenditures from the administrative fee reserve will not exceed \$50,000 per occurrence without prior approval of the Commissioner.

E. DETERMINATION OF INSUFFICIENT FUNDING

The HCV regulations allow PHAs to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding under the consolidated ACC is insufficient to support continued assistance {24 CFR 982.314(e)(1) and 982.454}. Insufficient funding may also impact DCA's ability to issue vouchers to families on the waiting list.

Methodology

DCA will use the following when determining whether or not DCA has sufficient funding to issue vouchers, approve moves, and to continue subsidizing all families currently under a HAP contract.

DCA Policy

DCA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units, and continue subsidizing all current participants by comparing DCA's annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date. To that figure, DCA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased per remaining months by the most current month's average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority, or if DCA cannot support the costs of the proposed subsidy commitment (voucher issuance or moves) based on the funding analysis, DCA will be considered to have insufficient funding.

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STATEMENT OF POLICIES AND OBJECTIVES

The Housing Choice Voucher program was enacted as part of the Housing and Community Development Act of 1974 (the Act). This Act recodified the U.S. Housing Act of 1937 and included Housing Choice Voucher as a substitute for the Section 23 Leased Housing Program. The Act has been amended from time to time and its requirements, as they apply to the Housing Choice Voucher Program, are described in and implemented through this Administrative Plan.

Administration of the Housing Choice Voucher Program, and the functions and responsibilities of the Department of Community Affairs (DCA) staff, shall be in compliance with DCA's Administrative Plan, HUD's Housing Choice Voucher Regulations, HUD's PIH notices and all applicable federal, state and local Fair Housing Laws and Regulations.

A. STATEMENT OF LOCAL OBJECTIVES

DCA's Rental Assistance Program is designed to achieve the following major objectives:

1. To provide improved living conditions for extremely low-income and very low-income families while maintaining rent payments at an affordable level.
2. To promote freedom of housing choice and spatial deconcentration of extremely low-income and very low-income families.
3. To provide decent, safe and sanitary housing for eligible participants.
4. To provide an incentive to private property owners to rent to extremely low-income and very low income families by offering timely assistance payments.
5. To encourage responsibility and self-sufficiency of participant families.
6. To provide Homeownership opportunity utilizing Housing Choice Voucher.

There is an undeniable need for very low-income housing assistance within DCA's jurisdiction. There is not an abundance of affordable housing for very low-income participants within DCA's jurisdiction without the availability of subsidies. DCA's Rental Assistance Program is charged with meeting these needs through the Housing Choice Voucher Program available from the Department of Housing and Urban Development.

B. PURPOSE OF THE PLAN

Housing Choice Voucher programs are administered locally by Housing Agencies (HAs). A HA is a state, county, or municipal agency that is authorized to engage or assist in the development or operation of housing for low-income families.

The purpose of the Administrative Plan is to establish the HA's policies for implementing the local Rental Assistance Program through the **Housing Choice Voucher Program**, in a manner that is consistent with HUD requirements. The Plan covers admission, continued participation, and termination of assistance in the program. Changes to the Administrative Plan will be approved by DCA Board of Directors and will be submitted to the Department of Housing and Urban Development (HUD).

DCA is responsible for complying with all subsequent changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

C. PRIVACY RIGHTS

Applicants and participants, including all adults in the household, are required to sign the HUD form 9886, "Authorization for the Release of Information." This document incorporates the federal Privacy Act Statement and describes the conditions under which HUD will release family information. DCA's policy regarding the release of information is in accordance with state and local laws.

In accordance with HUD requirements, DCA will furnish prospective Housing Choice Voucher landlords with the family's current and former address as shown in DCA's records as well as the names and addresses of the family's current and former landlords, if available. DCA will provide an exception or seek a waiver of the regulation or victims of domestic violence where disclosure of prior landlord information may endanger them.

A statement on DCA's policy on the release of information to prospective Housing Choice Voucher landlords will be included in the family's briefing packet.

D. RULES AND REGULATIONS

This Administrative Plan is set forth to define DCA's policies for administration and operation of the Housing Choice Voucher programs in the context of federal laws and regulations. Such federal regulations, HUD Memos, Notices, and guidelines, or other applicable law governs all issues not addressed in this document related to Housing Choice Voucher.

E. SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM (SEMAP) OBJECTIVES

DCA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that DCA is using its resources in a manner that reflects its commitment to quality and service. DCA's policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators:

1. **Selection from the Waiting List**-Records and reports will reflect that at least 98% of families were selected from the waiting list in accordance with the Admin Plan policies and met the correct selection criteria.
2. **Reasonable Rent**- that at least 98% of randomly selected tenant files indicate that the HA approved reasonable rents to owner at the time of initial lease-up and before any increase in rent.
3. **Determination of Adjusted Income** - Monitor DCA's practices for obtaining income information, proper calculation of allowances and deductions, and utility allowances used to determine adjusted income for families.
4. **Utility Allowance Schedule**- Demonstrate that DCA has analyzed utility rates locally to determine if there has been a change of 10% or more since the last time the utility schedule was revised.
5. **HQS Quality Control Inspections**- To be conducted for at least 30 units annually plus 1 for each additional 200 assigned over 2000.
6. **HQS Enforcement**- Determine that a review of selected files indicate that for at least 98% of failed inspections, the HA ensures timely correction of HQS deficiencies or abates HAPs or takes vigorous action to enforce family obligations.
7. **Expanding Housing Opportunities**- Demonstrate that DCA provides families and owners information, which actively promotes the deconcentration of assisted families in low-income neighborhoods.
8. **Payment Standards**- Demonstrate that Voucher payment standards are not less than 90% of the current FMR rent limit unless otherwise approved by HUD.
9. **Annual Re-examinations**- Demonstrate that reexaminations were completed for all participating families at least every twelve- (12) months.
10. **Correct Tenant Rent Calculations**- Demonstrate that less than 2% of all tenant files have rent calculation discrepancies.
11. **Pre-Contract HQS Inspections**- demonstrate that 100% of newly leased units passed HQS inspections before HAP contract date.
12. **Annual HQS Inspections**- demonstrate that DCA performs annual HQS inspections on time for 100% of all units under contract.
13. **Lease-up**- Demonstrate that DCA leases 100% of budgeted units during the fiscal year.
- 14a. **Family Self-Sufficiency Enrollment**- Determine that DCA has filled 100% of its FSS slots.

14b. **Percent of FSS Participants with Escrow Account Balances-** Demonstrate that at least 30% of the HA's FSS participants have escrow account balances.

15. **Bonus Indicator (Deconcentration)** - Encourage families to seek housing outside high poverty neighborhoods.

F. FILE RETENTION

Files are scanned and stored in an electronic database and assigned a "Date Closed" to each file. The Date Closed is the catalyst for determining file disposal. DCA has established the following standards for file retention:

1. End Participation Files – these are files of former program participants that are no longer receiving rental assistance. These files will be scanned and housed in an electronic database (TRIM). Files will be purged from TRIM in accordance with established State standards for confidential records disposal. The disposal trigger will be to purge files 3 years after the Date Closed.

2. Active Tenant Files – these are the current one year files of program participants that are receiving rental assistance or participating in the HCV Homeownership program. These files will be housed in the applicable Regional Office. Each file will contain permanent, historical, correspondence, and periodical documents as noted on the family file content sheet. The prior three years' documents will be scanned and housed in TRIM. Files will be purged from TRIM in accordance with established State standards for confidential records disposal. The disposal trigger will be to purge files 3 years after the Date Closed.

3. Port-Out Administered Files – these are files of program participants that ported out of DCA's jurisdiction and the subsidy is being administered by another PHA. These files will be scanned and housed in TRIM and will not be given a Closed Date for the length of the administration. At the end of administration a Closed Date will be assigned. Files will be purged from TRIM in accordance with established State standards for confidential records disposal. The disposal trigger will be to purge files 3 years after the Date Closed.

4. Fraud Files – all original documents and evidence supporting terminated fraud cases with overpayments will be scanned and housed in TRIM. Files will be purged from TRIM in accordance with established State standards for confidential records disposal. The disposal trigger will be to purge files 3 years after the Date Closed. The EXCEPTION being where there is pending litigation that DCA is either a party to or has been made aware.

5. W/L ineligible files – these are files of applicants who were deemed ineligible or did not complete their applications. Upon determination of ineligibility, files will be scanned and housed in TRIM. Files will be purged from TRIM in accordance with State standards for confidential records disposal. The disposal trigger will be to purge files 3 years after the Date Closed.

6. Documents related to the denial or termination of assistance based on immigration status – The disposal trigger will be to purge files 5 years after the Date Closed.

7. Other – expired voucher term files, monthly waiting lists, HUD-required reports, lead-based paint records, accounts and other records supporting budget and financial statements for the program, rent reasonableness documentation, and other records specified by HUD will be scanned and housed in TRIM. Files will be purged from TRIM in accordance with State standards for confidential records. The disposal trigger will be to purge files 3 years after the Date Closed.

G. ENTERPRISE INCOME VERIFICATION (EIV) System Security Policy

DCA has established the following security policy:

1. The data provided via the EIV system will be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. The System Administrator will have the responsibility of ensuring the compliance with the security policies and procedures. These responsibilities include:

- a) Maintain and enforcing the security procedures;
- b) Keeping records and monitoring security issues;
- c) Communicating security information and requirements to appropriate staff, including coordinating and conducting security awareness training sessions;
- d) Conducting a quarterly review of all users IDs issued to determine if the users still have a valid need to access the EIV data and taking the necessary steps to ensure that access rights are revoked or modified as appropriate;
- e) Reporting and documenting evidence of unauthorized access or known security breaches to the Assistant Commissioner and taking immediate action to address the impact of the breach including but not limited to prompt notification to appropriate authorities including the HUD Regional Office Representative.

2. Access to EIV data is restricted only to persons whose duties include or responsibilities require access. DCA maintains a copy of the EIV Access Authorization Form for each user who has approved access. All users have signed the EIV Rules of Behavior and User Agreement Form. Each user has received a copy of the HUD Security Procedures and is trained in the EIV policies.

3. All files, reports or documents containing EIV information will be kept in locked facilities. All EIV information will be disposed of properly by either shredding or chemical destruction.

EQUAL OPPORTUNITY

It is the policy of DCA to comply fully with all federal, state, and local nondiscrimination laws and to operate in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. Specifically, DCA shall not on account of race, color, sex, religion, national origin, familial status, age or disability deny any family or individual the opportunity to apply for or receive assistance under HUD's Housing Choice Voucher Program.

To further its commitment to full compliance with applicable Civil Rights laws, DCA will provide federal, state, and local information to applicants and participants in the Housing Choice Voucher program regarding "discrimination" and any recourse available to them should they feel they have been the victim of discrimination. Such information will be made available during the family briefing session and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no qualified individual with disabilities shall, because any DCA facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

A. REASONABLE ACCOMMODATIONS

The Georgia Department of Community Affairs (DCA) is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals living with disabilities, access to any of DCA's programs, services and activities. Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to a DCA policy, DCA will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden. In such a case, DCA will make another accommodation that would not result in a financial or administrative burden.

A reasonable accommodation is a change, modification, alteration, or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program or activity.

A person with a disability may request a reasonable accommodation at any time during the application process, or participation in the Housing Choice Voucher Program of DCA. Individuals may submit their reasonable accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, DCA staff will document all requests in writing.

A person with a disability includes (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having

such an impairment; and (3) individuals with a record of such an impairment. As used in this definition, the phrase “physical or mental impairment” includes:

- a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
- b. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction, and alcoholism. “Major life activities” means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, and learning.

The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the housing choice voucher program or activities; or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

DCA may request documentation of the need for a Reasonable Accommodation as identified on the Request for Reasonable Accommodation Form. In addition, DCA may request that the individual provide suggested reasonable accommodations.

The DCA may verify a person’s disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation.

B. LEGAL AUTHORITY

DCA is subject to Federal civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations. See Section 504 of the Rehabilitation Act of 1973 (Section 504); Title II 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 the respective implementing regulations for each Act.

C. MONITORING AND ENFORCEMENT

DCA’s Section 504/ADA Coordinator is responsible for monitoring DCA’s compliance with this Policy. Individuals or their designee or representative who have questions regarding this Policy, its interpretation or implementation should contact DCA’s Section 504/ADA Coordinator in writing, by telephone, or by appointment, as follows:

Antonette Lettman-Sewell, Esq.
60 Executive Park South, NE
Atlanta, GA 30329
(404) 679-3120
(800) 359-4663
(404) 679-4915 (TDD) or (877) 204-1194 (TDD)
(404) 679-0600 (Fax)

D. UNDUE FINANCIAL AND ADMINISTRATIVE BURDEN

If DCA finds that the requested accommodation creates an undue administrative and financial burden, DCA will deny the request and/or present an alternate accommodation that will still meet the need of the person.

1. An undue administrative burden is one that requires a fundamental increase in the essential functions of DCA.
2. A requested accommodation that creates an undue financial burden is one that when considering the available resources of the agency as a whole, would pose a severe financial hardship for DCA.

E. EFFECTIVE COMMUNICATION POLICY

DCA in administering all assisted housing programs is committed to ensuring that applicants and participants with disabilities have an effective means to communicate. When requested, DCA's employees shall furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the programs, services, and activities conducted by DCA. All notifications, including approvals or denials of requests for effective communication referenced in this Policy, will be provided in an alternate format, upon request.

When an auxiliary aid or service is required to ensure effective communication, DCA will provide an opportunity for an individual with a disability to request the auxiliary aid or service of his or her choice. All requests for auxiliary aids and services must be made and received by DCA's 504/ADA Coordinator more than two weeks prior to the date the service is needed. DCA recognizes that emergency situations occur daily. If in emergency circumstances an auxiliary aid or service is needed less than two weeks prior to the date the service is needed, DCA will take reasonable steps to secure the auxiliary aid or service. DCA will give primary consideration to the choice expressed by the individual. "Primary consideration" means that DCA will honor the choice, unless it can show that another equally effective means of communication is available; or, that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or in an undue financial and administrative burden.

The individual with a disability will submit his/her request for auxiliary aids or services to DCA's Section 504/ADA Coordinator at the address listed above. All requests shall be dated and time-stamped upon receipt. If a person with a disability has an impairment that impedes them

from mailing a request, he or she may use any other effective means to request an auxiliary aid or service that is necessary.

Upon receipt of the request, the Section 504/ADA Coordinator or designee will consult with the individual with a disability to determine the preferred type of auxiliary aid or service. If the preferred type of auxiliary aid or service is not available or not required, then the Section 504/ADA Coordinator will ascertain whether an alternative means of communication will ensure effective communication. Within five (5) days of the receipt of the request, the Section 504/ADA Coordinator will forward the request and the determination of the aid or service required to the Office Director who will provide the requesting individual with a written notification of the proposed auxiliary aid or service to be provided. The approved request will be implemented no later than five (5) days after the Office Director provides the requesting individual with the written notification of approval. The applicant or participant must provide forty-eight (48) hours prior notice to DCA of any need to reschedule their meeting.

Upon disposition of the request, copies of the final decision shall be forwarded to the Section 504/ADA Coordinator who will maintain copies of all requests for effective communication and DCA's response, including final disposition, for the duration of 3-years from the date of disposition.

F. AUXILIARY AIDS AND SERVICES

"Auxiliary aids and services" may include, but are not limited to: (1) qualified sign language interpreters, note-takers, transcription services, written materials, telephone handset amplifiers, telephones compatible with hearing aids, telecommunications devices for deaf persons (TDDs), or other effective methods of making orally delivered materials available to individuals with hearing impairments; and, (2) qualified readers, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.

Grievance Procedures

If the requesting individual with a disability is not satisfied with DCA's response to his/her request for an auxiliary aid or service, the individual may file a formal grievance, including appropriate supporting documentation in accordance with DCA's Grievance Procedure. A hearing officer selected by DCA will hear all 504/Reasonable Accommodations hearings.

The grievance may be communicated orally or in writing. However, all oral grievances must be reduced to writing and maintained in the participant's file. DCA staff will reduce any verbal request to writing. If the individual has a visual impairment, DCA will reduce the verbal request to writing and then read aloud the contents of the written request to ensure accuracy. All grievances shall be dated and time-stamped.

Currently, once DCA has received a request for a grievance, a notice is sent to the individual regarding hearing procedures and information about submitting or requesting evidence. DCA notifies all persons who have requested grievances of their scheduled hearing date.

G. ASSISTANCE ANIMAL POLICY

DCA recognizes the benefits of assistance/emotional support animals for individuals with disabilities. An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. For purposes of reasonable accommodation requests, there is no requirement for the assistance animal to be individually trained or certified. While dogs are the most common type of assistance animal, other animals can also be assistance animals.

When requested, DCA will determine, on an individual basis, and in accordance with applicable state and federal Fair Housing laws and regulations, whether an applicant's or participant's need to have such an animal is a reasonable accommodation. DCA will evaluate a request for a reasonable accommodation to possess an assistance animal in a dwelling using the general principles applicable to all reasonable accommodation requests. After receiving such a request, DCA will consider the following:

- (1) Does the person seeking to use and live with the animal have a disability — *i.e.*, a physical or mental impairment that substantially limits one or more major life activities?
- (2) Does the person making the request have a disability-related need for an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability?

If the answer to question (1) or (2) is "no," then the FH Act and Section 504 do not require a modification to an owner's "no pets" policy, and the reasonable accommodation request may be denied.

Where the answers to questions (1) and (2) are "yes," the FH Act and Section 504 require the owner to modify or provide an exception to a "no pets" rule or policy to permit a person with a disability to live with and use an assistance animal(s) in all areas of the premises where persons are normally allowed to go, unless doing so would impose an undue financial and administrative burden or would fundamentally alter the nature of the housing provider's services.

The request may also be denied if: (1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Breed, size, and weight limitations may not be applied to an assistance animal. A determination that an assistance animal poses a direct threat of harm to

others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct — not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm or damage that other animals have caused. Conditions and restrictions that owners apply to pets may not be applied to assistance animals. For example, while owners may require applicants or residents to pay a pet deposit, they may not require applicants and residents to pay a deposit for an assistance animal.

DCA may ask individuals who have disabilities that are not readily apparent or known to submit reliable documentation of a disability and their disability-related need for an assistance animal. If the disability is readily apparent or known but the disability-related need for the assistance animal is not, DCA may ask the individual to provide documentation of the disability related need for an assistance animal. For example, DCA may ask persons who are seeking a reasonable accommodation for an assistance animal that provides emotional support to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides emotional support that alleviates one or more of the identified symptoms or effects of an existing disability. Such documentation is sufficient if it establishes that an individual has a disability and that the animal in question will provide some type of disability-related assistance or emotional support.

However, DCA may not ask a tenant or applicant to provide documentation showing the disability or disability-related need for an assistance animal if the disability or disability-related need is readily apparent or already known to DCA. For example, persons who are blind or have low vision may not be asked to provide documentation of their disability or their disability-related need for a guide dog. DCA also may not ask an applicant or tenant to provide access to medical records or medical providers or provide detailed or extensive information or documentation of a person's physical or mental impairments.

Like all reasonable accommodation requests, the determination of whether a person has a disability-related need for an assistance animal involves an individualized assessment. A request for a reasonable accommodation may not be unreasonably denied, or conditioned on payment of a fee or deposit or other terms and conditions applied to applicants or residents with pets, and a response may not be unreasonably delayed. Persons with disabilities who believe a request for a reasonable accommodation has been improperly denied may file a complaint with HUD.

In cases where an owner refuses to allow an assistance/support animal in the rental property, DCA will allow the participant to terminate the rental agreement and will issue a new housing choice voucher. If the participant elects to move, DCA will work with the participant to obtain moving expenses from social service agencies or other similar sources. DCA will also refer participants to HUD's office of Fair Housing and Equal Opportunity (FHEO) and provide information on who they may contact to file a Fair Housing complaint. As with all requests for reasonable accommodations, DCA will consider additional accommodations on a case-by-case basis. If the property owner has other subsidized units with DCA, DCA may terminate those contracts, if no harm is created to participants living in the rental units. However, the property owner is prohibited from entering into future housing choice voucher contracts with DCA.

The range of medical expenses that may be claimed as a deduction for an eligible family include the cost of an assistance animal and the upkeep and care of the animal.

H. LIMITED ENGLISH PROFICIENCY (LEP)

DCA is in compliance with HUD's published Guidance in the CFR published January 22, 2007. Upon completion of the four factor analysis DCA has taken the following actions to address LEP:

- Utilize all HUD forms printed in languages other than English
- Employ interpreters when necessary
- Each Regional office is equipped with a language translator computer
- Receptionist(s) in the Atlanta office are required to be proficient in Spanish.
- The Rental Assistance Division contracts with the language line which provides translation services in various languages
- The Rental Assistance Division's software package has capability to identify those who need forms and letters that need to be translated
- The Rental Assistance Division will also utilize local community services such as law enforcement agencies, churches and /or schools that offer translators and interpreters

DCA will monitor, maintain and update LEP requirements as required by HUD at least annually and/or as changes occur.

I. RIGHT TO APPEAL/GRIEVANCE PROCESS

The Housing Choice Voucher Program participant may file a complaint in accordance with DCA's HUD-Approved Grievance Procedure following a formal determination by DCA's Section 504/ADA Coordinator.

A Housing Choice Voucher applicant may request an informal review or meeting to request consideration.

DCA will post in an area accessible to applicants and participants a copy of this Reasonable Accommodation Policy and Procedures in all of its five Regional offices as well as its Central Administrative Office located at 60 Executive Park South, NE, Atlanta, GA 30329. In addition, individuals may obtain a copy of this Reasonable Accommodation Policy and Procedures, upon request, from DCA's Section 504/ADA Coordinator.

J. FAMILY OUTREACH

DCA's primary means for publicizing the availability of its programs is through the local news media. When a waiting list for a county is to be opened, the DCA Regional Office publishes a notice in the local newspaper in general circulation in the county in which the waiting list is to be opened. DCA attempts to place notices in daily publications; however, in smaller, rural communities, weekly newspapers or local advertising supplements may be used. While minority media generally do not serve DCA's non-metro areas, notices will be placed in any minority newspapers serving the area in which a waiting list is open.

The notice must:

1. Advise families that applications will be taken at the designated office, including the dates and times applications will be accepted;
2. Briefly describe the Housing Choice Voucher program;
3. Identify the specific qualifications required if the waiting list is being opened for a targeted group;
4. State that to be considered for the Housing Choice Voucher Program occupants/applicants of Public (Low Rent) Housing must specifically apply for the Housing Choice Voucher Program and they will not lose their place on the Public Housing waiting list.

DCA utilizes press releases and general mailings to participating families, landlords, owners, and their agents to notify the public of major changes in its programs.

DCA will distribute announcements of open waiting lists to the appropriate community service agencies.

In addition to the required notices, DCA uses brochures and other printed materials to make the public aware of the Housing Choice Voucher Program. Brochures are made available free of charge to the public through social service agencies as well as private organizations offering assistance to low income families. Copies of brochures are also mailed to individuals requesting information on the Housing Choice Voucher program. In addition, brochures are provided to local real estate brokers and leasing management companies currently participating in the Housing Choice Voucher Program.

K. LANDLORD OUTREACH

DCA makes available a database of owners with available housing within its jurisdiction to ensure greater mobility and housing choice to participants. Accessible units are noted on the list. DCA encourages owners to make dwelling units available for leasing by eligible families in the following manner:

1. DCA Family Housing Counselors continue to make personal contacts in the form of formal or informal discussions or meetings with private property owners, property managers, and real estate agencies to encourage them to offer affordable housing within the Payment Standards for the Voucher Program.

Program requirements are explained and printed material is offered to acquaint the owner/manager with the opportunities available under the program.

2. DCA will encourage landlords, developers, rental agents and others who have accessible rental units for disabled individuals and families to participate in the program.
3. DCA makes available a database of interested landlords available for the Housing Choice Voucher Program on a web site located at: <http://www.georgiahousingsearch.org>

L. OUTREACH TO DISABLED

DCA's policy is to make reasonable accommodations for applicants with disabilities throughout the application process. DCA provides individualized services to persons with disabilities, including assistance with completing applications, individual briefings, and assistance in locating suitable housing. DCA's application procedures do not require applicants to appear in person.

When DCA opens a waiting list in a county, copies of the announcement are sent to social service agencies in that county that provide assistance to the disabled. These agencies are asked to post the announcement and/or inform their clients of the opportunities for rental assistance.

DCA maintains a telecommunication device for deaf persons (TDD) at DCA's Atlanta Office to enable hearing impaired applicants and participants to communicate with DCA. The special TDD phone number is printed on all DCA letterhead, brochures and pamphlets.

DCA staff makes every effort to communicate with speech impaired applicants and participants by locating interpreters through other family members, local social service agencies, or the Georgia Interpreting Service Network Community. In addition, all of DCA's offices comply with the requirements of the Americans with Disabilities Act and are accessible to persons with disabilities.

M. LIVE-IN AIDE

A family may include a live-in aide who:

1. Has been determined by DCA to be an adult essential to the care and well being of the elderly, near-elderly (i.e., 50 to 61 years of age) or disabled family member; and
2. Is not financially obligated for the support of the family member; and
3. Is able to provide the necessary supportive services to the participant; and
4. Would not be living in the unit except to provide care of the family member; and
5. Is not a current or previous member of the assisted household; and
6. Is not ineligible to live in a federally assisted housing unit per 24 CFR 982.316.

- A live-in aide is not considered to be a member of the participant family.
- The income of the live-in aide is not counted for purposes of determining eligibility or level of benefits.
- The live-in aide is not subject to the Non-Citizen Rule requirements, and
- The live-in aide will not be considered a remaining member of the tenant family.

A live-in aide may only reside in the unit with the approval of DCA. The unit must be the primary residence of the live-in aide. DCA has the right to disapprove a specific individual as a live-in aide at any time if that individual is listed in DCA Ineligible File or is otherwise ineligible because of fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program; the person commits drug-related criminal activity or violent criminal activity or the person is indebted to DCA or another federally funded housing agency.

If a live-in aide is disapproved, the live-in aide is not allowed to live in the subsidized unit. A family may lose its housing assistance if an ineligible live-in aide occupies the unit. Relatives are not automatically excluded from being care attendants, but they must meet the above criteria. Family members of a live-in aide may also reside in the unit as long as a member is eligible and doing so does not increase the subsidy by the cost of an additional bedroom and the attendant's family members do not overcrowd the unit. DCA will not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the subsidy standard for an unidentified live-in aide. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, DCA will not approve an additional bedroom for a live-in aide under these circumstances.

To determine whether a live-in aide is "essential to the care and well-being of the elderly or disabled person," DCA will request third party written verification from a reliable medical source familiar with the needs of the applicant or participant. The request will seek information as to the services and time required from the live-in aide.

N. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of DCA to recruit applicants for employment on the basis of individual merit and ability. Applicants are recruited and hired without discrimination on the basis of race, religion, color, national origin, sex, age, disability, age or familial status. Personnel procedures and practices with regard to training, promotion, transfer, compensation, demotion, or termination are administered with due consideration of job performance, experience, and qualifications. DCA's Commissioner, by example and exercise of his/her authority, establishes an atmosphere free of discrimination on the basis of race, color, religion, national origin, sex, disability, age or familial status.

DCA is committed to the fair and equal employment of people with disabilities. Reasonable accommodation is the key to this non-discrimination policy. While many individuals with disabilities can work without accommodation, other qualified applicants and employees face barriers to employment without the accommodation process. It is the policy of DCA to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship. In accordance with the Americans with Disabilities Act, accommodations will be provided to qualified individuals with disabilities when such accommodations are directly related to

performing the essential functions of a job, competing for a job, or to enjoy equal benefits and privileges of employment. This policy applies to all employees and employees seeking promotional opportunities and job applicants.

For purposes of determining eligibility for a reasonable accommodation, a person with a disability includes (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; (3) individuals with a record of such an impairment. A reasonable accommodation is a modification or adjustment to a job, an employment practice, or the work environment that makes it possible for a qualified individual with a disability to enjoy an equal employment opportunity. Examples of accommodations may include acquiring or modifying equipment or devices; modifying training materials, making facilities readily accessible; modifying work schedules; and reassignment to a vacant position.

Employees or applicants who are dissatisfied with the outcome of their accommodation request may file an appeal with the Commissioner within a reasonable period of time. The Commissioner will make the final decision.

ELIGIBILITY FOR ADMISSION

This chapter defines both HUD's and DCA's criteria for admission and denial of admission to the HCV program. It is DCA's policy to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of applicants. DCA staff will carefully review all information provided by the applicant. Applications will be reviewed without regard to factors other than those defined in this Chapter. Applicants will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by DCA pertaining to their eligibility.

A. ELIGIBILITY FACTORS

To be eligible for participation in DCA's HCV program, applicants must meet HUD's criteria as well as any permissible criteria established by DCA. A family's initial eligibility for placement on the waiting list will be made in accordance with the following factors. Final eligibility will not be verified until the family is selected from the waiting list.

The HUD eligibility criteria are:

- An applicant must be a "family"
- An applicant's income must not exceed the applicable Income Limit
- An applicant must furnish a Social Security number on all family who have been issued one.
- An applicant must furnish proof of birth for all family members.
- An applicant must furnish declaration of citizenship or eligible immigration status
- At least one member of the family must be either a U.S. citizen or eligible immigrant

Restrictions on Assistance to Students Enrolled in an Institution of Higher Education

No assistance shall be provided 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 U.S. military;
- Is unmarried;
- Does not have a dependent child; and
- Is not otherwise individually eligible, or has parents who, individually or jointly, are not income eligible to receive HCV assistance.

Definitions of Family, Disabled Family, Elderly Family or Near Elderly Family

Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
- (2) A group of persons residing together, and such group includes, but is not limited to:
 - (a) 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);
 - (b) An elderly family;
 - (c) A near-elderly family;
 - (d) A disabled family;
 - (e) A displaced family; and
 - (f) The remaining member of a tenant family.

Disabled family means a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

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. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

Near-elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

Gender identity means actual or perceived gender-related characteristics.

Sexual orientation means homosexuality, heterosexuality, or bisexuality.

Household Members

The composition of the family may consist of various members; however, one person is designated as the **Head of Household** and is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under state/local law. Minors who by court order are legally determined emancipated under state law will be recognized as head of household.

Co-Head: is an individual who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both; nor may a co-head qualify as a dependent. It includes the partner in a legally recognized common law marriage.

Split Households Prior to Voucher Issuance: When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, only one family may retain the family's original placement on the waiting list. If both the new families claim the original placement, the Office Director will determine who is entitled to retain the family's placement on the waiting list in the absence of a court determination. In making his/her determination, the Office Director may consider factors including, but not limited to, the following:

1. Which family unit retains the children or any disabled or elderly members;
2. The role of domestic violence in the split; or
3. Recommendations of social service agencies or qualified professionals.

Multiple Families in the Same Household: If a family consists of two families living together (such as a multi-generation family), the household will be treated as one family unit, with one designated head of household, provided that they applied as a family unit.

Custody of Children: Children who are subject to a joint custody agreement but live with the parent listed on the application at least 51% of the time (i.e., at least 183 consecutive or non-consecutive days of the year) will be considered members of the household.

A court order establishing proof of custody or guardianship is required for all minors that are not children of the head of household or another household member. DCA will also accept a power-of-attorney from grandparent caregivers or additional third party verification such as documentation from Department of Family and Children Services.

Household Income

To enter the waiting list and receive a voucher the family annual income cannot exceed the limits for the county of application. For admission to the program the family annual income cannot exceed the limits for the county where the family wishes to live:

1. An extremely low-income family: Gross annual income at or below 30% of area median income
2. A very low-income family: Gross annual income at or below 50% of area median income
3. A low-income family that has been continuously assisted under the 1937 Housing Act (an applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of Voucher issuance; programs include public housing, all HCV programs);
4. A low-income non-purchasing family residing in a HOPE 1 (HOPE for Public and Indian Housing Homeownership) or HOPE 2 (HOPE for Homeownership of Multifamily Units) project;
5. A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173; and

6. A low-income family residing in a HUD-owned multifamily rental housing project when HUD sells forecloses or demolishes the project.

The voucher may be used only where the family's income is within that county's extremely low-income or very low-income range. Income limits for the selected county will be used to determine eligibility.

Applicant families who exercise portability rights must be income eligible within the income limits of the receiving HA under 24 CFR 982.353(d)(3).

Applicants whose gross annual income exceeds the applicable income limit will be denied admission and will be offered an opportunity for an informal review.

Social Security Numbers

Families are required to provide Social Security Numbers for all household members prior to admission to a waiting list. Acceptable evidence of a SSN consists of:

1. An original SSN card issued by the Social Security Administration (SSA); or
2. An original SSA-issued document, which contains the name and SSN of the individual; or
3. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.

DCA may reject documentation of the SSN provided by the applicant or participant for the following reasons:

1. The document is not an original document; or
2. The original document has been altered, mutilated, or not legible; or
3. The document appears to be a forged document.

DCA will explain to the applicant or participant, the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to DCA within a specified time frame.

Individuals exempt from disclosure:

- Individuals who do not contend to have eligible immigration status.
- Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid.
- Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN.

Addition of a New Household Member

When a participant requests to add a new household member, the participant must disclose

the assigned SSN and provide DCA with the documentation referenced above, at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, DCA may not add the new household member until the family provides such documentation.

Addition of new household members under the age of 6 and no assigned SSN:

- Individual is included as household member and entitled to benefits. (Alt ID is generated)
- Head of Household is to provide documentation of the SSN within 90 calendar days of the child being added to the household.
 - DCA will refer family to SSA for obtainment of SSN card.
- If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, DCA will grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, if DCA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.
- Upon expiration of additional 90-day period, if the family has not complied with the SSN disclosure and documentation requirements, DCA will terminate the family's tenancy or assistance or both of the entire family.

Addition of new household members at least 6 years of age or under the age of 6 and has an assigned SSN:

- The participant must disclose the assigned SSN and provide documentation of the SSN to DCA at the time of the request to add household member or at the time of processing the interim or annual reexamination.
- The new household member cannot be added to the family composition until the family has complied with SSN disclosure and verification requirements.

Proof of Birth

Families are required to provide proof of birth for all household members.

Acceptable forms of documentation include:

- Birth Certificate
- Hospital certificate (affirmation of birth)
- School records
- Records from other agencies
- Passport confirming birth date

For elderly persons who were born before birth certificates were issued:

- Notarized statements from persons outside the household
- Page from family bible

Citizenship or Eligible Immigration Status

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Each member of the household must execute a signed and sworn affidavit signed under penalty of perjury verifying the applicant's lawful presence in the United States. For each adult, the affidavit must be signed by the adult. For each child, the declaration must be signed by an adult residing in the assisted dwelling unit who is responsible for the child. Household members need only declare his/her citizenship status or verify his/her eligible immigration status once during continuously assisted occupancy. New household members, other than through birth, must submit the declaration at the next interim or annual certification.

Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD. Those six categories are:

1. A Noncitizen lawfully admitted for permanent residence as an immigrant. This category includes a Noncitizen special agricultural worker who has been granted lawful temporary resident status;
2. A Noncitizen who entered the United States before January 1, 1972 and has continuously maintained residence in the United States since then and who is not eligible for citizenship, but deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General;
3. A noncitizen who is lawfully present in the United States who has been granted refugee status or asylum or as a result of being granted conditional entry before April 1, 1980 because of persecution or fear of persecution on account of race, religion or political opinion or because of being uprooted by catastrophic national calamity;
4. A noncitizen that is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergency reasons or reasons deemed strictly in the public interest (parole status);
5. A noncitizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation due to a threat to life or freedom; and
6. A noncitizen lawfully admitted for temporary or permanent residence (amnesty).

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 family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed families".

Such applicant families will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination.

No Eligible Members:

Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for an informal review.

Non-Citizen Students:

Non-citizen students as defined by HUD in the Non-citizen Rule are not eligible for assistance.

Appeals Process:

For this eligibility requirement only, the applicant is entitled to an informal review as provided for participants.

B. INELIGIBILITY FACTORS

Admission to the Waiting List

Families that fall into the following categories will be permanently barred from entering a waiting list:

1. A family found guilty of program fraud and terminated from a federally assisted housing program;
2. A family with individuals convicted of manufacturing or sale of methamphetamine (speed) on federally assisted housing property;
3. A family member is subject to a permanent or lifetime registration as a sex offender. DCA will offer an applicant family the opportunity to remove a member who is subject to a sex offender registration requirement before denying the family admission or terminating the family's assistance.

Families that fall into the following categories will be barred from entering a waiting list for a period of three years:

1. Any household member who has been evicted from federally assisted housing for drug-related criminal activity;
2. A family member engaged in or threatened abusive behavior toward DCA personnel;
3. A family that provides false information on their application.

DCA will make these determinations by implementing the following actions:

- Carry out sex offender registration and conduct criminal background checks in Georgia and in any state (if possible) where the family has resided. DCA will use the Dru Sjodin National Sex Offender Database to screen adult members of the applicant's household at initial application and prior to the admission of new adult household members.
- Be consistent with fair housing and equal opportunity in admission actions.
- Families who are determined to be ineligible will be notified in writing of the reason for denial and offered an opportunity for an informal review.

Admission to the Housing Choice Voucher Program

Families may be admitted to DCA's waiting list, but will not be offered a Housing Choice Voucher:

1. If the family fails to submit evidence of citizenship or eligible immigration status.
2. If the family fails to submit verification that they lived/worked in the county which they applied for at the time of application.

Families who are determined to be ineligible will be notified in writing of the reason for denial and offered an opportunity for an informal review (or informal hearing if the denial is due to citizenship or eligible immigration status).

Families will not be admitted to DCA's waiting list if the family owes a debt or has a record of adverse termination from a previous federally assisted housing authority.

The family will have a maximum of thirty (30) days from the date of application to resolve the debt/adverse termination with the previous federally assisted housing authority.

DCA's policy is to ensure that all families who express an interest in rental assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. DCA does not discriminate on the basis of race, color, religion, sex, disability, age, familial status, or national origin in its selection of families for participation in the rental assistance programs.

A. HOW TO APPLY

Applications are taken to compile a waiting list for each county in DCA's jurisdiction. Due to the demand for housing in DCA's jurisdiction, DCA may take applications on an open enrollment basis, depending on the length of the waiting list and the anticipated availability of assistance. If DCA opens a waiting list, the available program and the application date(s) will be published in the county legal organ and/or newspaper of general circulation that serves the county in which the waiting list is open, and a minority newspaper, if available.

A newspaper advertisement will notify prospective applicants or representative to call a designated toll free and/or local telephone number. Prospective applicants or their representative may also visit the nearest accessible local office if they are unable to use a telephone. Adequate information will be obtained to establish initial eligibility prior to screening. All applicant information will be retained according to date and time of the preliminary telephone request, until a completed application has been submitted.

The diversity and distribution of eligible families and the differences in their willingness to respond to and participate in the program will affect the range and types of DCA's outreach techniques. When appropriate, DCA may send announcements to agencies serving very low-income clients. Furthermore, notices will be available in the appropriate DCA Regional Office.

Acceptance of Applications

Applications will only be accepted from eligible families during the advertised periods of enrollment. These enrollment periods are determined based upon the need for DCA to augment its waiting list. Completed applications may be mailed or delivered in person to the appropriate DCA Regional Office. The application will be dated, time-stamped, and referred to DCA staff member(s) responsible for family selection and assignment. Only original application forms will be honored; photocopied application forms, forms not sent to the applicant by DCA or faxed applications will not be accepted.

Individuals who have an impairment that would prevent them from applying may call DCA to make special arrangements to complete their application. Families can contact DCA TDD at (877) 204-1194. Reasonable accommodations are made upon request to assist persons with disabilities who are unable to complete the application process without assistance.

In addition to the above procedure, DCA may take applications at designated outreach sites as it determines necessary to comply with special outreach efforts.

B. CLOSING AND RE-OPENING OF WAITING LISTS

DCA will maintain a freeze on accepting applications from the general public when all ACC funds are committed.

DCA may accept or suspend application taking by opening and closing waiting lists in accordance with the following procedures:

Waiting lists are re-opened when the Office Director anticipates that enough subsidies will become available within the next year to house those persons currently on the waiting list.

Suspension of Application Taking

When the waiting list has been open for an extended period of time and the close of applications was not announced in the original notice, the suspension of application taking will be published just as DCA does for opening the waiting list.

Re-opening of the Waiting List

Any re-opening of the list is done in accordance with the HUD requirements as outlined in 24 CFR Section 982.206, and/or any waiver to 24 CFR Section 982.206 that HUD may have granted for special allocations through memoranda and notice from the HUD Central Office. Any such determination by DCA shall be publicly announced in the same manner as provided in 24 CFR Section 982.206.

The procedures for re-opening the waiting list are:

1. Notice in the county legal organ and/or newspaper of general circulation;
2. Notice published in minority media publications in DCA's jurisdiction; and
3. Sending notices to appropriate social service agencies serving the elderly, disabled, homeless, and other hard to house populations.

The application closing date may be determined administratively at the same time the Office Director decides to open enrollment. The open enrollment period shall be as long as necessary to gather a sufficient number of applicants to meet the projected turnover of Vouchers.

C. APPLICATION PROCEDURES

When a waiting list is opened, interested persons call the appropriate DCA Regional Office to request an application. DCA staff will record the person's name, address, and any other pertinent information and send the person an application.

When the completed application is returned, it is date and time stamped and the information contained in the application is compared to the information that was received during the initial telephone call.

DCA may deny an application based on criteria found in the Grounds for Denial or Termination of Assistance (refer to chapter 15).

DCA's Screening and Access to Criminal Records:

DCA is required to perform criminal background checks in certain situations. The following are "musts" for DCA to conduct.

- DCA must carry out background check to determine if household member is subject to a permanent or lifetime registration as a sex offender. DCA will ask on all annual recertifications and at initial application if the head of household or any household members are subject to registration as a sex offender in any state. If yes, provide the household member name and state. DCA will use the Dru Sjodin National Sex Offender Database to screen adult members of the applicant's household at initial application and prior to the admission of new adult household members.
- DCA must request conviction records from Law Enforcement Agencies if requested by owner. (Project Base only).
- DCA must establish a records management system that maintains the confidential records. Criminal and sex offender registration records will be destroyed as soon as the purpose for which they were requested has been accomplished, including expiration of the period for filing a challenge to DCA without institution of a challenge or final disposition of any such litigation.

Denying Admission to the Waiting List

DCA will deny program eligibility to applicants who disclose on their application a record of felony conviction for illegal drug- or violent criminal activity. The Regional Compliance Officer will investigate to confirm the information and will document the family file. However, that applicant's name will not be entered on the Ineligible List.

For a household member other than the applicant with a record of an aforementioned conviction, DCA may offer the applicant an opportunity to remove that person from the household. The applicant must agree to sign a Prohibited Family Member form and must submit acceptable proof of that person's new residence. The Regional Compliance Officer will investigate to confirm the information and will document the family file.

DCA will deny eligibility for assistance if the applicant does not remove the member in question from the household.

False information entered on an application regarding aforementioned felony convictions is grounds for permanent denial of eligibility. The applicant's name will be added to the Ineligible List

Unacceptable Application

DCA will not accept an application from a family whose name is not on the application request list or if the completed application does not meet the criteria of the program being offered.

When applicants or their representative are notified in writing that their application has been rejected, DCA will state the reason and advise applicants or their representative of their right to an informal review.

Admitting Eligible Families to the Waiting List

If the returned application determines the family is eligible to enter the waiting list, the family's name is added to the waiting list in a position based upon the date and time the application was received by the Regional Office.

The applicant will be informed in writing that DCA has placed the family on the specific county waiting list, and that the family will be contacted when assistance is available. If the applicant has an outstanding debt owed to DCA or another HA, the amount of the debt and the 30-day time frame for paying the balance will be included in the letter.

Applicant's Notification of Family Status

While on the waiting list, applicants are responsible for informing DCA of any changes in family circumstances (including income and mailing address) and for responding to requests from DCA to update applications.

Failure to provide information may result in the applicant being removed from the waiting list. An applicant may request an informal review if the family is removed from the waiting list.

D. VERIFICATION OF APPLICATION INFORMATION

DCA verifies family income, family composition, status of full-time students, value of assets, factors allowing a preference, citizen or eligible immigration status, and other factors relating to eligibility determinations before an applicant is issued a Voucher.

Verification of initial eligibility for HCV assistance must be completed no more than sixty days before DCA initially issues a voucher.

Once the eligible applicant's name is reached on the waiting list, the applicant is requested to update the information contained in the application. Information provided by the applicant will be verified before the applicant is issued a Voucher.

If after 15 days from the date of notice, the applicant does not respond to the letter or return the required documents, the family's name will be removed from the waiting list.

If the failure to respond was due to the disability of a family member, as a reasonable accommodation, the family will be reinstated on the waiting list in their original position, and given another opportunity to respond.

Levels of Verification

In the order presented, DCA will attempt to obtain:

1. *Up Front Verification including Enterprise Income Verification (EIV):*
Verification of income before or during a family re-examination, through an independent source that systemically and uniformly maintains income information in computerized form for a number of individuals. EIV is only used to validate tenant reported income and supplement tenant provided documents.

However, EIV may be used to calculate tenant rent based on SS and/or SSI benefits.

2. *Tenant Provided Documents:*
Original documents provided by the family e.g., pay stubs, TANF and SS/SSI award letters, bank statements, etc.

3. *Third-party Verification:*
Verification documents supplied directly to and returned from, the provider. Facsimile and email documents are acceptable forms of documentation.

4. *Oral Third-party Verification:*
Verification by contacting the provider by telephone or in person so long as the family file is documented with the date and time of the conversation, the contact person's name and telephone number and why written verification was not available.

5. *Family Certification:*
Family certification will be used by DCA as the primary means to verify all "excluded" household income, alimony, child support/regular contributions received directly from an absent parent and not through child support recovery unit (CSRU) and self-employment. No additional documentation will be required. For purposes of excluded income, the application is considered family certification.

In all other instances, if unable to obtain third party verification, staff will accept a written self-declaration directly from the family and will document the family file why third party verification was not available.

EIV may not be disclosed to third parties unless applicable individual provides written consent. EIV may be disclosed only to the individual to whom the information pertains. EIV information for a minor may be disclosed to the parent or guardian. DCA hired auditors may view EIV information in tenant files however, they may not be granted access to EIV system.

E. RELEASE OF INFORMATION CONSENT FORMS

At the application and annual recertification stages, families will be asked to sign the Authorization for the Release of Information (HUD Form 9886) and DCA Authorization to Release Information form. All family members age eighteen and older will be provided with a copy of the forms for their review and signature. Each form will contain the appropriate family member's signature as proof of:

1. His or her consent to the "third-party" for release of specified information; and
2. Evidence of his or her understanding of the type and nature of information being sought.

The HUD release form is only to be used to request information from current or previous employers, financial institutions, or the Georgia Department of Labor. All other requests for verification information (including, but not limited to TANF, criminal history, child support, alimony, pensions, child care expenses, medical expenses, handicapped assistance expenses, full-time student status, etc.) must be accompanied by a copy of the signed DCA release form.

F. FINAL DETERMINATION OF ELIGIBILITY

Staff makes a final determination of eligibility after completing the verification process.

MAINTAINING THE WAITING LIST AND ESTABLISHING PREFERENCES

It is DCA's objective to ensure that applicants are placed in the proper order on the waiting list so that an offer of assistance is not delayed or made prematurely. Except for special admissions, DCA selects applicants from its waiting lists in accordance with admission policies. This chapter defines DCA's system for maintaining an accurate waiting list and selecting qualified families for rental assistance.

A. APPLICATION POOL

The pool of acceptable applications for each county within DCA's jurisdiction will be maintained as a waiting list in accordance with the following procedures:

1. Applications are accepted on a first come-first served basis **only when the waiting list is open**. (Exceptions may be required for special programs – see Chapter 22)
2. Applications will be maintained by date and time sequence.
3. All applicants must meet the income eligibility requirements as established by HUD in CFR 982.201(b)
4. DCA assigns a local preference to families who live or work in the county of application.
5. DCA has the ability to open a waiting list for Priority families. Local preference applies.
6. DCA may limit the number of applications accepted by both local preference families and non-local preference families.

DCA Regional Offices update the waiting list as families are pulled from the list and the verification process is about to begin.

B. WAITING LIST PROCEDURES

Opening and Closing the Waiting List

DCA maintains a total of 149 waiting lists (one for each county in its jurisdiction). Subject to programmatic and budgetary conditions, it is DCA's goal to open each county waiting list at least once annually.

Updating and Purging the Waiting List

Periodically, DCA will attempt to contact families on the waiting list to determine if the family is still seeking rental assistance, and if any changes have occurred in the family's household.

The applicant will have fifteen days to contact DCA to confirm his/her continued interest in the programs. If DCA fails to receive the applicant's notice of continued interest by the deadline date, the applicant's name will be removed from the waiting list and the family may request an informal review.

DCA does not accept responsibility for mail delays, nor forwarded mail. Families on the waiting list are responsible for informing DCA in writing of any changes to the household, including a change of address.

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

If the family failed to respond due to the disability of a family member, DCA will reinstate the family on the list in its original position.

If an applicant falsifies documents or makes false statements in order to qualify for any preference, the family will be permanently removed from the waiting list, and offered an opportunity for an informal review.

C. MAINTAINING WAITING LISTS

After the application is received and the preliminary eligibility determination made, applicants are placed on the waiting list on a first come-first served basis. DCA will maintain an accurate waiting list that conforms to HUD requirements.

The waiting list will provide the following information:

1. Social Security Number and name of Head of household;
2. Date and time the application was received;
3. Family type (i.e. elderly, disabled);
4. Number of disabled family members;
5. Eligible unit size;
6. Current status (i.e., issued, assigned, in verification, or waiting);
7. Racial or ethnic designation of the head of household;
8. Local preference designation;
9. Gross household income;
10. Special Programs.

D. STATUTORY INCOME TARGETING

In order to comply with the HUD requirement that 75% of DCA's new families entering the program have incomes at or below 30% of the area median income, DCA will establish a waiting list procedure that will first offer assistance to three families with income at the 30% level, before offering assistance to one family at the very-low 50% income level.

E. PROGRAM ADMISSION PREFERENCES

DCA has adopted the following preferences:

Local Residency Preference

DCA has established a waiting list preference for families who live, work, or have been hired to work in the county in which they apply at the time of application. . Use of the local residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, national origin, sex, religion, familial status, disability, or age of any member of an applicant family. Applicants will be required to furnish proof to claim a residency preference. Acceptable documentation includes current:

- Executed Lease Agreement
- Driver's license issued on or after July, 1, 2012 pursuant to the REAL ID Act of 2005.
- Utility bill
- School Enrollment Verification of children in household
- Proof of employment in county of application
- Statement from a shelter representative, social service provider or law enforcement agency

Local Preference will allow these families to be offered assistance in the county in which they live or work. If the verification indicates that the family does not qualify for the preference, the application will be denied.

Targeted Group Preference

DCA has established a waiting list preference for persons meeting the criteria under the Americans with Disabilities Act Settlement Agreement between the Department of Justice and the State of Georgia in order to assist the Department of Behavioral Health and Development Disabilities (DBHDD) in carrying out the remedy required by the Settlement Agreement. To qualify for this preference an applicant must be receiving or be eligible to receive continuous voluntary highly targeted community based supportive services through DBHDD. The eligible individual must be referred to DCA by DBHDD. The preference will cover persons specified in the Settlement Agreement. In particular, the preference extends to persons with developmental disabilities and persons with severe and persistent mental illness who are currently institutionalized or at risk of institutionalization. For people with mental illness, factors that indicate risk of institutionalization include people who are frequently readmitted to State hospitals, who are frequently seen in emergency rooms, who are chronically homeless, and/or who are being released from jails or prisons. The preference will also cover persons specified in the Settlement Agreement who are currently receiving temporary housing assistance through

Georgia's Department of Behavioral Health and Developmental Disabilities (DBHDD) voucher program.

DCA has also established a waiting list preference for persons covered under the Money Follows the Persons Demonstration Program in Georgia administered by the Department of Community Health.

Preference Denial

Families who are determined to be ineligible will be notified in writing of the reason for denial and offered an opportunity for an informal review.

F. WAITING LIST SELECTION

DCA's established ranking order of selection is based upon the date and time of application as follows:

1. The following targeted groups are considered as immediate handling:
 - The State of Georgia Settlement Agreement Housing Program
 - Money Follows the Person Program
 - Portability families
2. Local Residency Preference
3. Income Targeted –Three families with income at or below 30% of the area median income will be selected before one family with income at or below 50% of area median income.
4. Families that do not qualify for criteria identified above.

SUBSIDY STANDARDS

HUD guidelines require that DCA establish standards for the determination of Voucher bedroom size and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards for the Voucher size also must meet the minimum requirements of HUD's Housing Quality Standards.

A. VOUCHER SIZE ISSUED

The subsidy standards for Voucher issuance are set up to determine the size subsidy to be issued. DCA does not determine who shares a bedroom/sleeping room. All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements. The unit size on the Voucher will remain the same as long as the family composition remains the same, regardless of the actual unit size rented. Guidelines for maximum Voucher issuance include:

Subsidy Standards

1. Persons of the opposite sex (other than head of household, spouse, and/or significant other) should not be required to occupy the same bedroom with the exception of very young children; very young children are under age six.
2. Not more than two persons should be required to occupy the same bedroom.
3. A two-member family consisting of a single parent and child is eligible for a two bedroom voucher.
4. Persons with verifiable medical needs or other extenuating circumstances may be provided a larger unit.
5. Foster children will be included in determining unit size.
6. Live-in aides will be provided a separate bedroom. No additional bedrooms are provided for the aide's family.
7. Space may be provided for a family member who will be temporarily absent, such as a member who is in the military or at college, if that person is listed on the lease as a household member and his/her income is counted toward annual household income. (See Excluded Income)
8. A family may elect to use one room as a combination living/sleeping room; however, only two family members may use this room for sleeping purposes.

Voucher Size

These general guidelines are used in determining Voucher size:

<i>Voucher Size</i>	<i>Min. No. Persons in Household</i>	<i>Max. No. Persons in Household</i>
0-BR	1	2
1-BR	1	4
2-BR	2	6
3-BR	3	8
4-BR	6	10
5-BR	8	12
6-BR	10	14

DCA may grant exceptions from these standards if it is determined that the relationship, age, sex, health or disability of family members, or other individual circumstances justify the exceptions.

B. WHEN CHANGES ARE TO BE MADE

Voucher sizes will be changed only before the family is placed under initial contract, at annual recertification, or when the family requests that DCA re-issue a Voucher to permit the family to move to a new unit.

The family may request a larger bedroom size Voucher based on an increase in family size or other circumstances that occurred after the initial application by submitting a written request, including justification, to DCA.

The Office Director will review the situation, taking into account the individual circumstances and the verification provided.

If DCA mistakenly assigns the incorrect bedroom size to a family, the error will be corrected immediately if it will increase the family's subsidy. If correction of the error would reduce the family's subsidy or require the family to move to another unit, the error will not be corrected until the family's next annual recertification or when the family requests a new subsidy to move to another unit, whichever occurs earliest.

C. UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the Voucher.

There are five criteria to consider:

1. *Rent Limitation*: DCA uses the Payment Standard for the Voucher size or the unit size selected by the family, whichever is less.

2. *Utility Allowance:* The utility allowance used to calculate the Gross Rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.
3. *Rent Reasonableness:* The comparables used to document rent reasonableness are based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.
4. *Housing Quality Standards:* HQS Standards allow two persons per sleeping room. In addition, two persons are allowed to use a living room as a sleeping room.
5. *Family's Rent Burden:* New Admissions and continuing program participants who move may pay no more than 40% of the family's adjusted monthly income toward gross rent if the gross rent exceeds the applicable payment standard. DCA will not approve the rent on a unit if the family must pay more than 40% of the adjusted income. During the briefing sessions families will be advised of the maximum they can pay toward rent based on their household income.

FACTORS RELATED TO THE DETERMINATION OF TOTAL TENANT PAYMENT

HUD guidelines require DCA to determine the family’s Total Tenant Payment (TTP). TTP represents the minimum amount a family must contribute toward rent and utilities regardless of the unit selected.

A. TOTAL TENANT PAYMENT (TTP)

All calculations to determine the family’s TTP is governed by the HUD 50058. This statutory calculation is based upon the greater of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income;
- The PHA minimum rent of \$50.00;
- Or, where applicable, enhanced voucher

B. ASSETS

Summary of Assets Inclusions and Exclusions

A. ASSETS INCLUDE:	B. ASSETS DO NOT INCLUDE:
1. Amounts in savings and checking accounts.	1. Necessary personal property, except as noted in A.9.
2. Stocks, bonds, savings certificates, money market funds and other investment accounts.	2. Interest in Indian trust lands.
3. Equity in real property or other capital investments. Equity in real property includes land and real estate owned by the applicant or participant household, but excludes personal property owned by an individual, including equipment, furniture, and fixtures. Equity in real property is the estimated current market value of the asset (local assessment roll or the owner’s most recent property tax liability bill) less the unpaid balance on all loans secured by the assets less reasonable costs (such as broker fees) that would be incurred in selling the assets. 10% of the market value will be used as the deduction for reasonable cost. Market Value (local assessment roll or the owner’s most recent property tax liability bill minus loan (mortgage) Minus expenses to convert to cash (10% of market value) = equity/net cash value.	3. Assets that are part of an active business or farming operation.
4. The cash value of trusts that may be withdrawn by the family.	4. NOTE: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the applicant’s/tenant’s main occupation.
5. IRA, Keogh, and similar retirement savings accounts, even though withdrawal would result in a penalty.	5. Assets not controlled by or accessible to the family and which provide no income for the family.
6. Some contributions to company retirement/pension funds. <i>Note the discussion below on accessibility of the funds.</i>	6. Vehicles especially equipped for the disabled.
	7. Equity in owner-occupied cooperatives and manufacture homes in which the family lives.
	8. Equity of a home purchased under the HCV homeownership option for the first ten years after the closing date.

7. Assets, which although owned by more than one person, allow unrestricted access by the applicant
8. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.
9. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
10. Cash value of life insurance policies.
11. Assets disposed of for less than fair market value during the two years preceding certification or recertification.
12. Equity of a home purchased under the HCV homeownership option starting in the eleventh year after the closing date.

C. INCOME

Income includes all monetary amounts that are received on behalf of the family. All income is counted, although certain income is excluded from determining a family's Total Tenant Payment (TTP), e.g., such as Mandatory Earned Income Disallowance (MEID).

Mandatory Earned Income Disallowance: During the first cumulative 12 months after a family member starts working, the PHA disallows 100% of the incremental increase in a family member's income as a result of employment. In the second cumulative 12-month period, the PHA disallows 50% of the incremental increase. The maximum period is 48 months. This exemption cannot be counted during initial eligibility.

Annual Income is used to determine whether the family is within the Income Limits. It is the anticipated amounts, "monetary or not," that go to, "or on behalf of," the family (including temporarily absent head or spouse), and are received from a source outside the family within the twelve months after certification.

Adjusted Income is the Annual Income minus any HUD allowable expenses and deductions. Both Annual and Adjusted Income are used to calculate the amount of the subsidy for Vouchers.

In calculating Annual and Adjusted Income, DCA must estimate the income of every member of the household, including those who are temporarily absent. Income of persons who are permanently absent from the household will not be counted.

Income Inclusions and Exclusions

Income Inclusions

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

business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

3. The interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) of this section. Any withdrawal of cash assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the passbook savings rate established by DCA annually in accordance with HUD's safe harbor range.
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, lotteries, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (but see No. 12 under Income Exclusion);
5. Payments in lieu of earnings, such as unemployment, worker's compensation, and severance pay (but see No. 3 under Income Exclusions);
6. Welfare Assistance. Welfare assistance received by the household. The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustments by the welfare assistance agency in accordance with the actual cost of the shelter and utilities, the amount of welfare income to be included as income shall consist of: The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
8. Income from spouse, unless verification is provided that there is a legal separation or divorce; and,
9. All regular pay, special pay, and allowances, of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit (but see paragraph (7) under Income Exclusions);
10. Any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private

sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

11. The full amount of periodic VA disability payments is to be included in amounts that constitute annual income; only the deferred amount resulting from the delayed start of the disability payments will not be included in annual income.
12. A payment qualifies as a VA disability if it is identified as a disability benefit in the VA award letter, regardless of whether or not the family member who is the beneficiary of the award would qualify as a person with disabilities under HUD's regulations.

Income Exclusions

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (but see No. 5 under Income Inclusions);
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide (as defined by regulation);
6. The full amount of student financial assistance paid directly to the student or to the educational institution, for persons over the age of 23 with dependent children;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
 - a) Amounts received under training programs funded by HUD;
 - b) Amounts received by a person with disabilities 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);
 - c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special

- equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- d) A resident service stipend. This is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or
 - e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
8. Temporary, nonrecurring, or sporadic income (including gifts);
 9. Amounts earned by temporary census employees whose terms of employment do not exceed 180 days pursuant to Section 24 CFR 5.609 (c)(9);
 10. Reparations payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 11. Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
 12. Adoption assistance payments in excess of \$480 per adopted child;
 13. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump-sum payment or in prospective monthly payments;
 14. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 15. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and
 16. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. A notice will be published in the Federal Register and distributed to PHAs identifying the benefits that qualify for this exclusion. Updates will be distributed when necessary. The following is a list of income sources that qualify for that exclusion:

- a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
- b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f) (1), 5058);
- c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d) Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L-94-540, 90 Stat. 2503-04);
- g) The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- h) Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f));
- i) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.);
- j) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- k) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- l) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32 (1));
- m) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- n) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- o) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- p) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- q) Any amount received under the School Lunch Act and the Child Nutrition Act of 1966 (42 U.S.C. 1780 (b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- r) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));

- s) Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437) by Section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, 42 U.S.C. 4501);
- t) Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101) and administered by the Office of Native American Programs; and
- u) A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al. v. Ken Salazar et al., United States District Court, District of Columbia, as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291).
- v) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under Federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087 uu). For Section 8 programs only (42 U.S.C. 1437f) any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.) from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if that individual is over the age of 23 with dependent children (Pub. L-109-115, section 327) as amended.

17. Earned Income Disallowance for persons with disabilities [24 CFR 5.617]

- a) Initial Twelve Month Exclusion [24 CFR 5.617(c)(1)]
- b) Second Twelve Month Exclusion and Phase-In [24 CFR 5.617(c)(2)]
- c) Maximum Four Year Disallowance [24 CFR 5.617(c)(3)]

18. Relative/Kinship Care (compensation to participating relatives or legal guardians when a minor is placed in their custody) or Kin-GAP Subsidy (compensation that goes to or on behalf of children leaving the juvenile court system to live with a relative or legal guardian). [24 CFR 5.609(c)(2)]

19. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub.L93-288, as amended (and) comparable disaster assistance provided by states, local governments, and disaster assistance organizations shall not be considered as income or a resource when determining eligibility for or benefit levels under federally funded income assistance or resource-tested benefit programs (42 U.S.C. 5155(d)).

D. ZERO INCOME FAMILIES

Families reporting no household income will be asked how the family pays for necessary living expenses. If it is determined that the family is receiving regular monetary or non-monetary

contributions and/or gifts from non-household members, the value of these gifts will be annualized to estimate household income.

If it is determined that the family receives no income from gifts, contributions, or any other source, the family will be required to complete, sign and date the Certification of Zero Income Form . Such families will be required to provide documentation to DCA every 90 days that all normal household expenses such as food, utility bills, telephone bills, cable bills, car payment, and car/ life insurance payments are being paid and documentation showing where the money comes from to pay these expenses. Zero income families will be reevaluated every 90 days to determine if there are any new sources of income including an inquiry to the Department of Labor. Failure to provide required information may be cause for termination of rental assistance.

Families reporting only excluded income will be subject to an interim revision if a source of non-excluded income is reported.

E. AVERAGING INCOME

There are two ways to calculate income when the income cannot reasonably be anticipated for a full year:

1. Annualize current income (and subsequently conduct an interim re-examination if income changes); or
2. Average known sources of variable income to estimate an annual income (no interim adjustment is required if income remains as predicted).

Income from the previous year may be analyzed to determine the amount of anticipated income when future income cannot be clearly verified. If, by averaging, a reasonable estimate can be made, that estimate will be used to anticipate annual income over the next twelve months, instead of changing the HAP every month as the income fluctuates.

F. INCOME CHANGES

Welfare Program Requirements

DCA will not reduce a family's income and rent if the family's welfare benefits were reduced due to

1. Fraud by a family member; or
2. The family's failure to abide by program requirements to work or participate in the Family Self-Sufficiency Program or Welfare-to-Work program, if applicable. The family will be offered an opportunity for an informal hearing.

DCA will determine through third party written verification why the benefits were reduced or suspended before adjusting the income and rent. If welfare benefits expired and program requirements were met, the family income will be reduced to determine rent.

Total Tenant Payment Exceeds Gross Rent

Families whose Total Tenant Payment exceeds the Gross Rent of the occupied unit may remain on DCA's Section 8 program for six months from the effective date of the zero assistance. This will not be considered a break in continued assistance if:

1. The family remains in the same unit and
2. The family pays the total contract rent and
3. A new lease/HAP Contract is not required at the effective date of the zero assistance and
4. The unit meets Housing Quality Standards.

Zero Assistance families may remain in the same unit and pay rent for six months before being removed from the Housing Choice Voucher program. If the family's income decreases or the unit rent increases within the six-month period, the family will be reinstated into the program without applying to the waiting list.

If a new HAP Contract is required or the family wishes to move from the unit, the HAP will be terminated and the family will be issued a Housing Choice Voucher. DCA will not execute a \$0 HAP Contract.

G. ABSENCE FROM THE UNIT

In calculating Annual and Adjusted Income, DCA must estimate the income of every member of the household, including those who are temporarily absent. Income of persons who are permanently absent from the household will not be counted.

Families must report in writing to DCA any absence from the household of more than fourteen consecutive days and shall report their absence to the landlord, consistent with the lease provisions. Any changes in family composition must be reported in writing to DCA within thirty days. Families will be counseled at briefing sessions and recertification on the effect family composition may have in determining Voucher size and Total Tenant Payment as well as DCA's policies for dealing with such changes.

At times, situations may arise that result in the temporary or permanent absence of a family member or members from the household. At all times, the unit must meet the minimum Housing Quality Standards and the Tenant Paid utilities must remain in service. Such situations will be handled in the following manner:

1. ***Absence of children for foster care.*** In instances in which the children have been removed from the home by a social service agency, the agency will be contacted to determine the approximate length of time the children are expected to be away from the home.
 - a. If the agency indicates that the children are expected to be returned to the home at some point, the children will remain a part of the family composition and will be counted toward the family's subsidy standard.

- b. If the children are not expected to ever be returned to the home, the children will be removed from the family composition and the family's subsidy standard will be reduced accordingly.
- c. If the agency indicates that it is unknown whether the children will be returned to the home, the children will remain a part of the family composition.

Conversations with the social service agency must be thoroughly documented in the family file, including the date of contact, name and title of contact person, name of agency, and telephone number and the details of the conversation.

2. ***Absence of single parent; use of caretaker adult.*** When a single parent leaves the household for an extended period as a result of imprisonment, hospitalization, military service, etc., and another adult moves into the home to care for the children, the rental assistance will not be terminated. The family composition will be modified to include the name of the caretaker as head of household. The caretaker's income will not be included in the family income. The single parent's name shall be temporarily removed and the file documented to explain the circumstances. When the parent returns to the unit, the caretaker may leave or remain in the household. If the caretaker remains, his/her income will be included in the calculation of family income.
3. ***Absence of head of household or spouse due to military service or school.*** If the head of household or spouse is absent from the home to serve in the military or attend school, the income will be included in the calculation of family income. However, income received as a result of special hazardous duty pay when exposed to hostile fire will not be included.
4. ***Absence of other family member due to military service or college.*** If a family member other than the head of household or spouse is absent from the home to serve in the military or attend college, the family has the option of considering the person permanently absent (income not counted, not on lease, and not counted for Voucher size) or temporarily absent (income counted, on lease, counted for Voucher size). Income received as a result of imminent danger pay when exposed to hostile fire will not be included.
5. ***Absence due to hospitalization of sole family member.*** When the family consists of only one member and that person leaves the home to go into a hospital or nursing home for a period of more than six months, the assistance will be terminated. If a medical source documents that the person is expected to return to the unit in 180 days or less, the person shall continue to receive assistance. If the person is not back in the unit within 180 days, assistance will be terminated.
6. ***Absence of All Household Members.*** If all members of the household are absent for 180 consecutive days, but have not moved from the unit, assistance will be terminated. In order to determine if the family is absent from the unit, DCA may write letters to the family at the unit, telephone the family at the unit, interview the landlord and neighbors, and/or verify if utilities are in service. In cases in which the family has moved from the unit, assistance will be terminated in accordance with the procedures.

7. ***Custody of Children.*** Children who are subject to a joint custody agreement but live with the parent listed on the application at least 51% of the time (i.e., at least 183 consecutive or non-consecutive days of the year) will be considered members of the household. A court order establishing proof of custody or guardianship is required for all minors that are not children of the head of household or another household member. DCA will also accept a power-of-attorney from grandparent caregivers or additional third party verification such as documentation from Department of Family and Children Services.

H. HUD ALLOWABLE DEDUCTIONS

HUD has five allowable deductions from annual income:

1. **Dependent Allowance:** \$480 each for family members (other than the head or spouse) who are minors (including children who are adopted), and for family members who are 18 and older who are full-time students or who are disabled (foster children are not included in this deduction).
2. **Elderly/Disabled Allowance:** \$400 per family for families whose head or spouse is 62 or over or disabled.
3. **Allowable Medical Expenses:** Amounts exceeding three percent of annual income are deducted for all family members of an eligible elderly/disabled family. The range of medical expenses that may be claimed as a deduction for an eligible family include the cost of an assistance animal and the upkeep and care of the animal.
4. **Child Care Expenses:** Deducted for the care of children under 13 when childcare is necessary to allow an adult member to work, attend school, or actively seek employment.

The amount deducted will not exceed the Georgia Provider Payment Rates (GPPR). DCA will update this table annually.

The following standards are the criteria for allowing childcare expenses as a deduction:

Childcare to work: The maximum childcare allowed would be based on the amount earned by the person enabled to work or the GPPR, whichever is less. The "person enabled to work" is the adult member of the household who earns the least amount of income from employment. The childcare deduction may not exceed the amount of income earned by the person enabled to work or the Georgia Childcare and Parent Services (GACAPS) whichever is less.

Childcare for school: There is no limit on child care expenses when it is necessary for the education of the head of household.

Childcare to seek employment: The deduction for childcare to seek employment must not exceed the Annual Adjusted Income of the Family Member seeking employment or the GACAPS, whichever is less. The deduction does not include transportation costs, or other expenses incurred, and are limited to one year per individual.

To claim the deduction, verification from the child care provider should include the name, address, and phone number of the company or individual child care provider, the names of the children being cared for, the number of hours for which care is provided, the rate of pay, and the typical yearly amount paid (taking into account school and vacation periods).

Verification from the job seeker must include documentation from an employment service agency and/or written verifications of interviews from potential employers.

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

I. MINIMUM TENANT CONTRIBUTION

Minimum tenant contribution refers to the Total Tenant Payment (TTP) and includes the combined amount a family pays toward rent and/or utilities.

The minimum tenant contribution for all DCA participants is \$50.

There are certain exemptions from this requirement if the family is unable to pay the minimum tenant contribution because of financial hardship, which includes these situations:

1. The family has lost eligibility or is awaiting an eligibility determination for a Federal, State local assistance program (includes a member who is a noncitizen lawfully admitted for permanent residence who would be entitled to public benefits);
2. The family would be evicted as a result of the imposition of the minimum rent requirement;
3. The income of the family has decreased because of changed circumstances, including loss of employment; or
4. A death in the family has occurred.

Upon the family's written submission of appropriate documentation, DCA will suspend the minimum tenant contribution requirement beginning the following month and will determine promptly whether the hardship exists and whether it is temporary or long-term. The family must provide sufficient documentation to support its claim. Acceptable documentation includes (but is not limited to):

1. A death certificate for a family member;
2. A separation letter from an employer;
3. A notification letter that benefits have been terminated or an award is pending from the Social Security Administration or other social services agency.

If no exemption is allowed, the minimum tenant contribution will be reinstated and the family must reimburse DCA the difference it paid on the family's behalf during the suspension.

A temporary exemption will suspend the minimum tenant contribution requirement for 90 days, after which time the family must reimburse DCA the difference it paid on the family's behalf during the suspension.

DCA will offer the family a reasonable repayment agreement.

A long-term exemption will suspend the minimum rent requirement so long as the hardship continues.

There is no appeal to this process and all decisions are final.

J. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

Applicability

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

"Mixed" families that were a participant on June 19, 1995 and do not qualify for continued assistance must be offered prorated assistance. Mixed family applicants are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

K. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

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

DCA's Utility Allowance Schedule is set up according to bedroom size. All counties within DCA's jurisdiction are situated in one of the regions according to general temperature and location.

The family will be given the HUD approved utility allowance schedule. When searching for a suitable unit, the family will be able to select the appropriate allowance and calculate the total utility allowance according to the unit selected and the utilities the family will be responsible for paying.

An air conditioning allowance will be provided for all families that are responsible for paying the electrical service.

Where families provide their own range and refrigerator, DCA will provide an allowance for the range and refrigerator.

Allowances for water, sewer and trash services are averaged the same as other utilities.

Families that include a member with a disability may request a higher utility allowance if needed to accommodate the requirements of the disability.

Utility Reimbursement Payments

Where the Utility Allowance exceeds the family's Total Tenant Payment, DCA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant.

Utility Allowance Survey

DCA will review the utility allowance schedule annually. Revised utility allowances will be applied in a participant family's rent calculation at their next annual reexamination.

VERIFICATION PROCEDURES

General Policy

DCA verifies family income, family composition, status of full-time students, value of assets, factors allowing a preference, citizen or eligible immigration status, and other factors relating to eligibility determinations.

Information provided by applicants and participants must be true and complete. DCA will verify information through up front verification including Enterprise Income Verification, third party written and oral verification, by review of documents and by family certification.

Verification of initial eligibility for HCV assistance must be completed no more than sixty days before DCA initially issues a voucher. Verifications for interim and annual recertifications are valid for 150 days.

A. DCA WILL VERIFY THE FOLLOWING ITEMS:

1. U.S. Citizenship or Eligible Immigrant Status;
2. Proof to support local residency preference;
3. A legal form of identification that includes a recognizable picture of the head of household;
4. Current Assets, including those assets disposed of for less than Fair Market Value in the preceding two years;
5. Full-Time Student Status (as defined by the institution for persons carrying the equivalent of what the school considers being full time for “day” students) – includes High School students who are eighteen or over;
6. Total Medical Expenses for families whose head or spouse is sixty-two years of age or older or disabled according to HUD definition;
7. Child Care Expenses where it allows an adult family member to be gainfully employed, seek employment or to further his or her education;
8. Disability Assistance Expenses to include only those costs associated with attendant care or auxiliary apparatus that allows and adult family member to be gainfully employed; and
9. Request for Larger Unit than Applicable under DCA’s subsidy standards (only where family can demonstrate that a larger unit is needed for “medical purposes” or other extenuating circumstances).

B. RELEASE OF INFORMATION

At the application and annual recertification stages, families will be required to sign the Authorization for the Release of Information (HUD Form 9886) and DCA Authorization to Release Information form. All family members age eighteen or older will be provided with a copy of the forms for their review and signature. Each form will contain the appropriate family member’s signature as proof of:

1. His or her consent to the “third-party” for release of specified information; and

2. Evidence of his or her understanding of the type and nature of information being sought.

The HUD release form is only to be used to request information from current or previous employers, financial institutions, or the Georgia Department of Labor. All other requests for verification information (including, but not limited to TANF, child support, alimony, pensions, child care expenses, medical expenses, handicapped assistance expenses, full-time student status, etc.) must be accompanied by a copy of the signed DCA release form.

A family's refusal to cooperate with the HUD prescribed verification system will result in the removal of the household's application or the termination of the family's continued assistance and will result in ineligibility status.

C. METHODS OF VERIFICATION

In the order presented, DCA will attempt to obtain:

1. *Up Front Verification including Enterprise Income Verification (EIV):*
Verification of income before or during a family re-examination, through an independent source that systemically and uniformly maintains income information in computerized form for a number of individuals. EIV is only used to validate tenant reported income and supplement tenant provided documents.

However, EIV may be used to calculate tenant rent based on SS and/or SSI benefits.

2. *Tenant Provided Documents:*
Original documents provided by the family e.g., pay stubs, TANF and SS/SSI award letters, bank statements, etc.
3. *Third-party Verification:*
Verification documents supplied directly to and returned from, the provider. Facsimile and email documents are acceptable forms of documentation.
4. *Oral Third-party Verification:*
Verification by contacting the provider by telephone or in person so long as the family file is documented with the date and time of the conversation, the contact person's name and telephone number and why written verification was not available.
5. *Family Certification:*
Family certification will be used by DCA as the primary means to verify all "excluded" household income, alimony, child support/regular contributions received directly from an absent parent and not through child support recovery unit (CSRU) and self-employment. No additional documentation will be required. For purposes of excluded income, the application is considered family certification.

In all other instances, if unable to obtain third party verification, staff will accept a written self-declaration directly from the family and will document the family file why third party verification was not available.

EIV may not be disclosed to third parties unless applicable individual provides written consent. EIV may be disclosed only to the individual to whom the information pertains. EIV information for a minor may be disclosed to the parent or guardian. DCA hired auditors may view EIV information in tenant files however, they may not be granted access to EIV system.

D. VERIFICATION OF ASSET INCOME

Family Assets Now Held:

DCA will not verify reported assets totaling not more than \$5,000.

DCA will accept a family's declaration of the amount of assets of less than \$5,000 and the amount of income expected to be received from those assets. DCA's application can serve as the declaration.

For Assets exceeding \$5,000 DCA will do the following:

To determine the current cash value (i.e., the net amount that would be received if the asset were converted to cash) of non-liquid assets, DCA will use the following types of information:

1. Verification forms, letters, or documents from financial institutions, brokers, etc. indicating penalties for premature withdrawal, broker and legal fees, settlement costs for real estate transactions.
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements from a financial institution or broker.
3. Market appraisals prepared by stockbrokers (for securities) or real estate agents (for real estate) received directly from the agent.
4. Real estate tax statements, if tax authority uses approximate market value.
5. Copies of closing documents from the closing attorney or real estate agent indicating the sales price, distribution of the sale proceeds and the net amount to the HCV applicant/participant.
6. Appraisals of personal property held as an investment.
7. Applicant's signed self-declaration statements or signed affidavits describing assets or cash held at the applicant's home or in safe deposit boxes.

Disability:

Proof of receipt or approval of social security disability (SSD) or SSI benefits, or verification form signed by a doctor, or other treating professional, who is able to affirm that the individual meets the definition of a disabled person as defined below:

- (1) individuals with a physical or mental impairment that substantially limits one or more major life activities;
- (2) individuals who are regarded as having such an impairment; and
- (3) individuals with a record of such an impairment. As used in this definition, the phrase “physical or mental impairment” includes:
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
 - b. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction, and alcoholism.

“Major life activities” means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, and learning.

Assets disposed of for less than Fair Market Value (FMV) during Two Years Preceding Effective Date of Certification or Recertification:

1. For all Certifications and Recertifications, DCA will obtain the Family’s certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.
2. If the family certifies that they did dispose of assets for less than fair market value, the family will provide certification of: (a) all assets disposed of for the less than FMV; (b) the date(s) on which the assets were disposed; (c) the amount the family received; and (d) the market value at the time of disposition.
3. DCA has established \$1,000 as the threshold for counting assets disposed of for less than Fair Market Value. DCA will disregard assets of \$999.99 and below and consider these charitable contributions.
4. Assets disposed of as a result of a divorce or separation; foreclosure or bankruptcy are not considered assets disposed of for less than Fair Market Value.

Savings Account Interest Income and Dividends:

1. Account statements, passbooks, certificates of deposit, etc., if they provide sufficient information and are prepared or signed by the financial institution.
2. Broker's quarterly statements showing the value of stocks or bonds and the earnings credited the applicant.
3. IRS Form 1099 from the financial institution, adjusted by DCA to project earnings for the next twelve months.

Interest Income from Sale of Real Property Pursuant to a Purchase Money Mortgage, Installment Sales Contract, or Similar Arrangement:

1. A letter from the accountant, attorney, real estate broker, buyer, or a financial institution stating interest due for next twelve months. (A copy of the check paid by the buyer to the applicant is not sufficient since appropriate breakdown of interest and principal is not included.)
2. Amortization schedule showing interest for the twelve months following the effective date of the certification or recertification.

Rental Income from Property Owned by Applicant:

These amounts must be adjusted by DCA to indicate anticipated income for the next twelve months.

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent checks, leases, or utility bills.
3. Documentation of applicant's income and expenses in renting the property (tax statements, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedules showing monthly interest expense).
4. Lessee's written statement identifying monthly payments due the applicant and applicant's affidavit as to net income realized.

E. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Full-Time Student Status:

1. Written verification from the registrar's office or appropriate school official.
2. School records indicating enrollment for a sufficient number of credits to be classified as a full-time student by the school.

Child Care Expenses:

1. Written verification from the child care provider specifying the child care provider's name, address, and phone number, the names of the children cared for, the frequency (number of times the baby sitting occurs), the rate of pay, and the typical yearly amount paid, including school and vacation periods.
2. Applicant's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses:

The term "incurred" shall mean expenses "actually paid for."

1. Applicant's certification as to whether any of those payments have been or will be reimbursed by outside sources.
2. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, etc., of:
 - a. The estimated medical costs to be incurred by the applicant and/or regular payments due on medical bills; and
 - b. The extent to which those expenses will be reimbursed by insurance or a government agency.
3. The insurance company's or employer's written confirmation of health insurance premiums to be paid by the applicant.
4. Social Security Administration's written confirmation of Medicare premiums to be paid by the applicant over the next twelve months.
5. Transportation or travel cost expense (to be calculated using IRS formula)
6. For attendant care:
 - a. Certification from medically trained personnel that the assistance of an attendant is medically necessary as well as the hours that care is required;

- b. Attendant's written confirmation of hours of care provided; amounts and frequency of payments received from the family or agency (or copies of canceled checks showing payment); and
- c. Applicant's certification as to whether any of those payments have been or will be reimbursed by outside sources.

Supporting Documents

The following items may be used to support certified statements or third party verifications only. Documents received directly from the family are not acceptable forms of verification. These documents will be placed on the Correspondence side of the family file.

1. Receipts, canceled checks, or pay stubs that indicate health insurance premium costs, etc., that verify medical costs and insurance expenses also likely to be incurred in the next twelve months.
2. Copies of payment agreements with medical facilities or canceled checks verifying payments made on outstanding medical bills that will continue over all or part of the next twelve months.
3. Receipts or other records of medical expenses incurred during the past twelve months that can be used to anticipate future medical expenses. This approach may be used to estimate "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists.
4. Medical insurance deductible amounts may be used as a medical expense if the total Medical expenses exceed this deductible amount.

Medical Need for Larger Unit

A reliable medical source (such as doctor, nurse, or other health care provider) must certify that such arrangements are medically necessary. The medical source will be asked to indicate if the medical condition/disability that warrants the need for a larger unit is anticipated to change/improve so that the larger unit would no longer be required. If the medical source indicates no on the verification form, there will be no additional yearly verification required to document the medical need for a larger unit.

Assistance to Persons with Disabilities:

1. Attendant Care:
 - a. Attendant's written certification as to amount received from the applicant/participant or agency; frequency of receipt of amounts paid; hours of care provided; and/or copies of canceled checks applicant/participant used to make those

payments.

- b. Certifications required in paragraph 3(b) below and/or copies of canceled checks applicant/participant used to make those payments.

2. Auxiliary Apparatus:

- a. Receipts for purchase of, or evidence of monthly payments for, auxiliary apparatus.
- b. In cases where the disabled person is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.
- c. Receipts for the cost of service animals, assistance animals, or companion animals including acquisition, veterinary services, food, and care of the animal.

3. In All Cases:

- a. Written certification from a doctor or a rehabilitation agency that the disabled person requires the services of an attendant or the use of auxiliary apparatus to permit the disabled person to be employed or to function sufficiently independently to enable another family member to be employed; and
- b. Family's written certification as to whether they receive reimbursement for any of the expenses in paragraphs 1 and 2 above and the amount of any reimbursement received.

F. VERIFYING NON-FINANCIAL FACTORS

In order to prevent program abuse and determine eligibility for allowances and deductions, DCA may require applicants and participants to furnish acceptable verification of legal identity, marital status, familial relationships, and changes in family composition, disability status, and citizen status.

Legal Identity:

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required:

- Certificate of Birth
- Naturalization Papers
- Valid Driver's License
- U.S. Passport
- State Identification Card

Acceptable verification of legal identity for children includes one or more of the following:

- Certificate of Birth
- Adoption Papers
- Custody Agreement
- Health and Human Services Identification Card

One of these must be presented by the family member who is present at the briefing(s).

Marital Status:

A marriage certificate is the only acceptable verification of marital status. To verify divorce status, a copy of the divorce decree or Sworn Affidavit for Separation From Spouse (DCA form) is required. Verification of a legal separation is a copy of court-ordered maintenance or other court records.

Familial Relationships:

Certification will normally be considered sufficient verification of family composition. In cases where reasonable doubt exists regarding specific family members, the family may be required to provide copies of the documents listed in this section.

Stable Family Relationship:

- Joint bank accounts, purchases or loans
- Prior or current lease or rental agreements showing cohabitation
- Credit report showing residence and joint financial activity

Guardianship:

- Court-ordered assignment
- Verification from social services agency
- School records
- Georgia Grandparent Power of Attorney

Custody:

- A court order establishing proof of custody or guardianship is required for all minors that are not children of the head of household or another household member. DCA will also accept a power-of-attorney from grandparent caregivers or additional third party verification such as documentation from Department of Family and Children Services.

It is possible to have what appear to be two families in the same household (such as mother and father and daughter with her own children). However, because they have applied as one family, they are considered to be one family.

Permanent Absence of Adult Member:

If the family reports permanently absent an adult member who was formerly a member of the household, DCA will consider any of the following as verification:

1. Husband or wife institutes divorce action or requests legal separation and provides appropriate documentation;
2. Order of protection/restraining order obtained by one family member against another;
3. Proof of separate home address, such as utility bills, lease, or rent receipts;
4. Statement from the landlord or manager that the family member is no longer living at that location; or
5. If the family member is incarcerated, a document from the court or prison, including information of the term of incarceration.

Disability:

Verification form signed by a physician or medical personnel indicating that the person meets HUD's criteria, letters regarding qualification for SSI payments, proof of residence in an institution or documentation showing hospitalization for a disability.

Citizen/Eligible Immigration Status:

To be eligible for assistance, individuals must be U.S. Citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Services (INS). Each family member must declare his or her status only once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while DCA review is pending.

1. *Citizens or Nationals of the United States* are required to sign a declaration under penalty of perjury.
2. *Eligible Immigrants* who were Participants and 62 or older on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.
3. *Non-citizens with eligible immigration status* must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. DCA verifies that status through the INS SAVE system. If this primary verification fails to verify status, DCA must request secondary verification through the INS within ten days.
4. *Ineligible family members* who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the family member or, if the family member is a minor, the person who is responsible for the minor.

Failure to Provide:

Applicant or participant family members who fail to sign required declarations and consent forms or provide documents, as required, will be listed as ineligible members. The family may be denied or terminated for failure to provide required information.

Time of Verification:

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For participants, verification will be completed at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new members move in. Once verification has been completed for any covered program, it need not be replaced except that, in the case of port-in families, if the initial HA does not supply the documents, DCA must conduct the determination.

Extension of Time to Provide Documents:

Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. DCA will generally allow thirty days to provide the document or receipt issued by the INS for issuance of replacement documents.

Acceptable Documents of Eligible Immigration Status:

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register:

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-551)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688B)
- Employment Authorization Card (I-688B)
- Receipt issued by the Homeland Security for issuance of replacement of any of the above documents that shows the individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept a minimum of five years for participants.

G. COMPUTER MATCHING AND RECORD KEEPING

Where allowed by HUD and/or other State or local agencies, computer matching will be done. When computer matching results in a discrepancy with information in DCA records, DCA field staff will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, DCA will follow the procedures in Chapter 19 (Fraud and Abuse) of the Administrative Plan.

When the family furnishes the PHA with a letter or notice from HUD concerning the amount or verification of income, the PHA will verify the accuracy of income information contained in the notice and will, as appropriate, change the amount of total tenant payment, family rent to owner and housing assistance payment, or terminate assistance

During briefing sessions, DCA will inform applicants and participants of the availability of these records, and remind them that they must report all sources of income and all statements must be true and accurate.

BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHERS

A. FAMILY BRIEFINGS

Purpose of the Briefing:

The tenant briefing session is held to inform the family about the HCV Programs and explain the roles of DCA, the landlord and the family.

Briefing Attendance Requirement:

The Head of Household is required to attend a briefing before the family is initially issued a Voucher. Group briefings are scheduled at a location generally convenient to persons residing in the county (i.e., public library, school, church, etc.) Individual briefings are held at times and locations that are mutually convenient to the applicant and Family Housing Counselor.

Failure to Attend Briefing

Applicants who provide prior notice of an inability to attend a briefing may be rescheduled only **once** for an individual briefing or the next group briefing. An unexcused absence from a scheduled briefing shall result in the withdrawal of the family's application. The applicant will be notified of such withdrawal and offered an opportunity for an informal review. Unless the informal review determines the family should be reinstated, the family will have to reapply for admission to the waiting list.

If the applicant's failure to attend was due to a family member's disability, the family should be reinstated, another briefing will be scheduled and reasonable accommodations made. Briefings will be held in facilities that are accessible to those with mobility impairments.

Format of the Briefing:

Voucher holders are briefed on an individual or group basis. If group briefings are conducted, applicants are met individually after the group session and are given an opportunity to ask questions.

The Briefing Packet

An applicant for the Voucher Program is given a packet containing the following information in accordance with HUD requirements and DCA policies:

1. HUD brochure, "A Good Place to Live!" including information on what factors to consider in leasing a unit (i.e., condition, rent reasonableness, cost of utilities, energy efficiency, etc.)

2. HUD brochure, "Fair Housing, It's Your Right"
3. EPA brochure "Protect Your Family from Lead in Your Home"
4. HUD Form 903, Housing Discrimination Complaint Form
5. Section 504 Grievance Procedure Sheet
6. Understanding Your Voucher
7. Grounds for denial or termination of Assistance
8. Informal hearing procedures
9. Inspection Request Form, including tenant history report
10. Moving with Rental Assistance, including the desirability of locating units in low crime areas and with proximity to public transportation, shopping, employment, schools, and other local amenities
11. Vouchers: How Much Will I Pay?
12. HUD Form 50066 – Violence Against Woman Act
13. HUD 92006 – Supplemental and Optional Contract Information for HUD-Assisted Housing Applicants
14. Debts Owed to Public Housing Agencies and Terminations
15. What you Should Know about EIV
16. Foreclosure Packet
17. Participant's Notice of VCA
18. Request for Reasonable Accommodation Form
19. Immigration Reform Compliance Affidavit
20. Other

In addition to HUD's briefing requirements, each briefing must include an explanation of

- How the Housing Choice Voucher Program works.
- Family and landlord responsibilities.
- Where the family can lease a unit.

- Portability (for those families who are eligible).
- The advantages of moving from a high poverty area (for those families who currently reside in such an area).
- The causes and effects of an Elevated Blood Lead Level.
- How to request approval of a tenancy.
- The need to provide true and accurate information and the use of Computer-Matching Data and tenant eligibility verification records to verify income.
- The need to disclose any letter from HUD regarding income.
- In those areas in which a Family Self-Sufficiency (FSS) Program is available, the briefing will include a brief explanation of the program.
- The conditions in the lease under which the landlord may terminate tenancy and the conditions under which tenants' assistance may be terminated by DCA.
- The maximum-security deposit and any special terms provided for the payment of the deposit shall be as agreed upon between landlord and tenant.
- Information shall be included to explain that rents are restricted by the Payment Standard and by the "rent reasonableness" guidelines. Voucher holders will be informed of the tenant's responsibilities regarding increased rent payments when a family elects to rent a unit in which the Contract Rent exceeds the total of the Voucher subsidy and the tenant payment.
- The Family Share is the family's payment to the landlord plus utility allowance. This total figure must be equal to or less than 40% of the family's monthly-adjusted income. New admissions to the Housing Choice Voucher Program and Continuing Program Participants (CPP) who move will not be allowed to pay more than 40% of adjusted income for rent unless the gross rent is less than the payment standard then the 40% rule does not apply. If the rent burden of the selected unit is over 40%, the new admission family will be advised to seek a lower priced unit.
- Tenant-supplied utilities must be on in the name of the Head of Household or other adult family member.
- Link to Information on Payment Standards and Utility Allowance.
- Link to Available Landlords.

B. HUD FORMS

The following contract documents are used in the Voucher Program.

- a. HUD Form 52646 Voucher, Housing Choice Voucher Program
- b. HUD Form 52517 Request for Tenancy Approval
- c. HUD Form 52641-A Tenancy Addendum HCV Tenant-Based Assistance Housing Choice Voucher Program
- d. HUD Form 52641 Housing Assistance Payments Contract, HCV Tenant-Based Assistance Housing Choice Voucher Program
- e. HUD Form 52642 Housing Assistance Payments Contract, Manufactured Home Space Rental, HCV Tenant-Based Assistance Housing Choice Voucher Program

C. SECURITY DEPOSIT REQUIREMENT

The amount of the security deposit will not be in excess of private market practice or in excess of amounts charged by the owner to unassisted tenants.

Leases Effective on or After October 16, 1995

The landlord is encouraged to collect a security deposit from the tenant, especially as HUD regulations no longer allow special claims for damages, unpaid rent, or vacancy loss. The maximum-security deposit is the lesser of the amount charged by the landlord for unassisted tenants or two months contract rent. Upon vacating the unit, the landlord is required to provide the tenant with a written list of all items charged against the security deposit and the amount of each item. The landlord must promptly refund any unused balance to the tenant.

For lease-in-place families, responsibility for the first and last month's rent is not considered a security deposit issue. The landlord should settle the rent deposit issue, if applicable, with the tenant prior to the beginning of assistance.

D. VOUCHER ISSUANCE

At the close of the briefing session, each eligible household will be issued a Housing Voucher. The Voucher represents a contract between DCA and the applicant household specifying the rights and responsibilities of each party.

The issuance of Vouchers must adhere to the dollar limitations set by the budget. In addition, the number of Vouchers issued must ensure that DCA stays at or as close as possible to 100% lease-up. To monitor this, DCA maintains monthly reports to help determine when applications should be taken, the number of Vouchers to be issued based on turnover statistics, and whether or not DCA should over-issue.

DCA may over-issue Vouchers only if necessary to meet leasing goals. Vouchers that are over-issued must be honored as contracts, if they meet program requirements. If DCA finds it is over-leased, the future issuance of Vouchers must be adjusted.

If DCA determines that there is insufficient funding after a voucher has been issued, DCA may rescind the voucher and place the affected family back on the waiting list. The family's placement on the waiting list will remain the same as the initial application date and time. When funding is sufficient the selection process will resume in accordance with the following order:

1. The State of Georgia Settlement Housing Program.
2. HUD-VASH families. DCA will issue vouchers to HUD-VASH families until the required number is reached.
3. Project Based Voucher families that were put on the waiting list due to voucher issuance that was halted due to insufficient funds.

4. Families terminated due to insufficient funding that are on the reinstatement waiting list.
5. Eligible families.

Term of the Voucher

The Housing Choice Voucher is valid for a total period of 60 days from the date of issuance. The family must submit an Inspection Request Form within the 60 period. Only one Inspection Request form may be submitted at a time. No Inspection Request Forms will be accepted after the 60th day.

Additional search time for families that include a member with a disability may be considered for Reasonable Accommodation. An extension beyond the initial 60 day period may be granted as approved by the Office Director.

If the Voucher expires before the family submits an Inspection Request Form, the family will be denied assistance. The family will not be entitled to a review.

Tolling

DCA does not toll and will not suspend the 60-day term of the Voucher when the Inspection Request Form is received.

Turnover Vouchers

When Vouchers expire or are turned over, and when the HAP contract is terminated for any reason, DCA will not reissue any voucher subsidy unless there is sufficient budget authority.

E. VOUCHER ISSUANCE FOR SPLIT HOUSEHOLDS

When a family divides into two otherwise eligible families, (due to divorce, legal separation, or the division of the family) and there is no determination by a court and the new families cannot agree which family unit should retain the voucher; the Office Director shall consider the following factors to make the determination:

1. Which of the two new family units has custody of dependent children, elderly members, and/or disabled members; and
2. Whether domestic violence was involved in the break-up.

In making a decision, the Office Director may seek recommendations from social service professionals who are familiar with the family's circumstances.

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

F. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved by DCA to be living in the unit at the most recent family recertification.

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

In order for a minor child to continue to receive assistance as a remaining family member:

1. The court has to have awarded emancipated minor status to the minor, or
2. DCA will verify that an eligible adult will be brought into the assisted unit to care for the child(ren) for an indefinite period. As guardian, the income will be excluded and the guardian has no rights to the voucher.

A reduction in family size may require a reduction in the voucher size.

G. DECONCENTRATION OF VOUCHERS

In order to encourage participation in areas without low income or minority concentration, program participants provided search assistance through the use of Georgiahousingsearch.org.

DCA will investigate and analyze when voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration.

The assistance provided to such families includes:

- Direct contact with landlords
- Briefing the family about the benefits of moving outside areas with a high concentration of poverty
- Formal or informal discussions with landlord groups
- Formal and informal discussions with social service agencies

DCA provides each family with a complaint form. Upon request, DCA will assist families in completing the form and reporting the suspected discrimination to HUD.

A. REQUESTING TENANCY APPROVAL

It is the family's responsibility to locate suitable housing. Once the family has found a unit, the head of household must complete and submit an Inspection Request Form. The form must be submitted during the term of the Voucher. DCA will consider only one inspection request at a time; the family may not request an inspection of a second unit until it is determined that the first unit is not suitable for leasing under the HCV program.

DCA will use the information on the Inspection Request Form to assist in determining if the unit is eligible for leasing under the HCV program. Approval of the unit will occur provided the following program requirements are met:

1. The unit is an eligible type of housing;
2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan);
3. The rent is reasonable and the family is not rent burdened;
4. The security deposit is not in excess of private market practice or in excess of amounts charged by the owner to unassisted tenants.
5. The landlord is not on DCA's Ineligible List, is not related to a family member and there is no apparent conflict of interest.

B. ELIGIBLE TYPES OF HOUSING

The following types of housing may be occupied under the Voucher program (unless designated otherwise):

1. All structure types including, but not limited to, single family and multi family dwellings;
2. Manufactured homes, where the family leases the mobile home and the pad; and
3. Manufactured homes, where the family owns the mobile home and leases the pad
4. Special Housing (single room occupancy, congregate housing, group homes, shared housing, cooperative housing) for families with a member with a disability that requests this type of housing. The Office Director will handle requests on a case-by-case basis.

5. Assisted Living Units, An assisted living facility is a public facility, proprietary facility, or facility of a private nonprofit corporation that:
 - a. is licensed and regulated by the State (or if there is no State law providing for such licensing and regulation by the State, by the municipality or other political subdivision in which the facility is located);
 - b. makes available to residents supportive services to assist the residents in carrying out activities of daily living, such as bathing, dressing, eating, getting in and out of bed or chairs, walking, going outdoors, using the toilet, laundry, home management, preparing meals, shopping for personal items, obtaining and taking medication, managing money, using the telephone, or performing light or heavy housework, and which may make available to residents home health care services, such as nursing and therapy; and
 - c. provides separate dwelling units for residents, each of which may contain a full kitchen and bathroom, and which includes common rooms and other facilities appropriate for the provision of supportive services to the residents of the facility.

DCA may submit a request for a waiver to require a resident to pay more than 40 percent of its monthly adjusted income for an assisted unit. Generally a family may not be required to pay more than 70 percent of its monthly adjusted income for a unit in an assisted living facility.

The waiver request to HUD must include:

- (1) verification that the unit meets the definition of assisted living facility above;
- (2) a description of the services and amenities provided that would warrant a higher family share; and
- (3) a copy of sections 9 and 12 of the HUD-50058 for verification that family share exceeds 40 percent of adjusted income.

Relative Rule

Families may lease properties owned by relatives **only as a reasonable accommodation for a disabled family member** and the unit meets the other program requirements. **Families that do not have a member with a disability may not be related to the landlord/owner as parent, grandparent, child, grandchild, brother or sister.**

Ineligible Housing

A family may own a rental unit, but may not reside in it while being subsidized, except for manufactured homes where the Voucher holder owns the mobile home and leases the pad and those who are participating in the Homeownership Program (see chapter 21). Similarly, a Voucher holder may not lease a unit that is receiving project-based HCV assistance under the HCV New Construction, Substantial Rehabilitation, Moderate Rehabilitation or other project-based assistance program, whether the units receiving project-based assistance are owned by DCA or a private landlord.

DCA will not approve any of the ineligible types of housing listed in 24 CFR Section 982.352 and will approve any of the eligible types listed in this reference.

C. LANDLORD BRIEFING

Landlord briefings are used to explain all appropriate aspects of the program to the landlord, including lease approval procedures, HQS requirements and inspections, HAP contract provisions, lease or lease addendum provisions, Fair Housing requirements, and payment procedures. Landlord briefings may be conducted in person or by telephone.

Briefing Packet

Documents to be given or sent to the landlord include:

1. Request for Tenancy Approval
2. HAP Contract
3. Statement of Landlord Understanding
4. HUD Tenancy Addendum
5. IRS Form W-9
6. Disclosure of Lead-Based Paint and Lead-Based Paint Hazards
7. Reasonable Accommodation Policy

Statement of Landlord Responsibility

1. I am the owner of the above referenced unit or I represent its legally designated management entity. If the unit is a single-family or duplex dwelling, or multi-family complex with four units or less I will provide proof of ownership. Acceptable documentation is a copy of the property deed or a current tax record. If the property is managed by a third party a copy of the fully executed management agreement and the social security or tax identification number of the management entity is required for single family or duplex dwellings or a multi-family complex with four units or less. I also certify that the tenant has no ownership interest in the unit.
2. I will comply with equal opportunity requirements. I understand this compliance requires that I not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract. If a family with a disability requires an accommodation such as an accessible feature or modification to the property, I will provide such accommodation unless doing so would result in an undue financial burden. I further agree to allow participants to have assistance animals and support animals, even if I maintain a no pet policy. I understand that I am not entitled to a pet deposit under these circumstances.
3. I should screen the family for suitability, including the family's background with respect to such factors as rent and utility payment history, caring for unit and premises, respecting the rights of others to the peaceful enjoyment of their housing, and drug-related and criminal activity that is a threat to the life, safety, or property of others.
4. I may collect a security deposit from the tenant that is not in excess of private market practice, or of amounts that I charge unassisted tenants

5. I must offer the same lease as any I use for unassisted tenants, and I must ensure that it complies with state and local law. DCA will only review my lease to ensure that the HUD required items are included.
6. The family members listed on the Housing Assistance Payments (HAP) Contract are the only individuals permitted to reside in the unit. Except for the birth, adoption, or court-awarded custody of a child, DCA and I must grant prior written approval for other persons to be added to the household. I am not permitted to live in the unit while receiving HAP Payments.
7. I agree to comply with all requirements contained in the lease, tenancy addendum, Housing Assistance Payments Contract, parts A, B, and the Lease Special Stipulations and fully understand the terms and conditions of these forms
8. I must submit to the tenant for their consideration and to DCA for review any new lease or lease revision a minimum of sixty (60) days in advance of the effective date of the lease or lease revision.
9. I must provide DCA and the tenant with written request for any rent increase a minimum of sixty(60) days in advance of the increase an in accordance with the provisions of the lease and HAP Contract.
10. The tenant's portion of the contract rent is determined by DCA and it is illegal to charge any additional amounts for rent or any other item not specified in the lease which has not been approved by DCA
11. The owner (including a principal or other interested party) is not the parent, child, grandparent, sister or brother of any member of the assisted family. DCA may grant prior written approval if the unit will provide reasonable accommodation for a family member who is a person with disabilities. Transfer of property occurring within the last 12 months in order to meet eligibility is not permissible.
12. I may not assign the HAP Contract to a new owner without the prior written consent of DCA. I must complete the DCA Transfer of Payments Form to have the Housing Assistance Payments (HAP) transferred to the new owner, agent, or entity.
13. I must advise DCA and the tenant, in writing, within 15 days of being notified of pending foreclosure of this property.
14. Failure to perform necessary maintenance so the unit complies with Housing Quality Standards can result in abatement of my Housing Assistance Payments. I may not terminate tenancy because of abatement, and I may not collect same from the tenant.
15. I will provide DCA in writing immediately if the unit becomes vacant, and I understand that the HAP Contract terminates and tat payment ceases when the family moves out.

16. I should attempt to work out disputes with the tenant, and I will contact DCA in writing only in serious matters that we are unable to resolve.
17. I must provide the tenant and DCA with a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action as well as a copy of the eviction notice. I must comply with all state and local eviction procedures.
18. I must notify DCA immediately in writing of a change in contact information, such as address, phone number, e-mail, or banking information. Failure to do so may interrupt correspondence such as unit inspection repair letters, and may delay delivery or electronic transfer of assistance payments.
19. I will provide information to authorize direct deposit for all assistance payments, and to confirm receipt I will receive notification of deposits only via email at this address: _____
20. Knowingly supplying false, incomplete, or inaccurate information is punishable under federal or state law.
21. I have been briefed on the Housing Choice Voucher Program and understand that failure to fulfill these obligations may result in withholding, abatement or termination of housing assistance payments for this unit or other assisted units, and may be cause for debarment from participating in DCA housing programs.

Tenant Screening

DCA will furnish prospective Housing Choice Voucher landlords with the family's current and former address as shown in DCA's records as well as the names and addresses of the family's current and former landlords, if available. DCA will provide an exception or seek a waiver of the regulation or victims of domestic violence where disclosure of prior landlord information may endanger them.

DCA will inform landlords that it is the landlord's responsibility to determine the suitability of prospective tenants. Landlords will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant. DCA's policy on providing information to landlords is included in the briefing packet and applies uniformly to all families and landlords.

D. LANDLORD DISAPPROVAL

For purposes of this section, "landlord" includes a principal or other interested party. DCA will disapprove the landlord for the following reasons:

1. HUD or another party has informed DCA that the landlord has been disbarred, suspended, or subject to a limited denial of participation.

2. HUD has directed DCA that the federal government has instituted an administrative or judicial action against the landlord for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending;
3. HUD has directed DCA that a court or administrative agency has determined that the landlord violated the Fair Housing Act or other federal equal opportunity requirements;

DCA Discretion to Disapprove Landlords

DCA may disapprove a landlord for the following reasons:

1. The landlord has committed fraud, bribery, or any other corrupt act in connection with any federal housing program;
2. The landlord has a current or previous practice of non-compliance with HQS and/or state and local housing codes or with applicable housing standards for units leased under any other federal housing program;
3. Violation of obligations under one or more HAP contracts;
4. Participation in any drug-related criminal activity or any violent criminal activity;
5. Current or prior history of refusing to evict housing choice voucher program or other assisted housing tenants for activity by the tenant, any member of the household, a guest, or another person under the control of any member of the household that:
 - Threatens the right to peaceful enjoyment of the premises by other residents;
 - Threatens the health or safety of residents, PHA employees, or owner employees;
 - Threatens the neighbors' health or safety, or neighbors' right to peaceful enjoyment of their residences; or
 - Engages in drug-related criminal activity or violent criminal activity.
6. Fails to pay state or local real estate taxes, fines, or assessments.
7. Fails to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD or with financing from other local or state governmental agencies;
8. Engaged in actual physical abuse or has threatened abusive or violent behavior toward a resident, a member or the public, or DCA personnel.
 - "Abusive or violent behavior" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for disapproval or an owner.
 - "Threatening" refers to oral or written threats, or physical gestures, that communicate intent of abuse or commit violence.
9. Fails to provide a family with a disability an accommodation such as an accessible feature or

modification unless doing so would result in an undue financial burden.

10. Fails to allow participants to have assistance animals and support animals, even if they maintain a no pet policy.

E. LIMITATIONS ON LANDLORD PARTICIPATION AND TERMINATION

Before imposing any penalty against a landlord, DCA will review all relevant circumstances, including, but not limited to, the severity of the violations, whether restitution has been made, and the effect disapproval would have on the local affordable rental housing market.

If a landlord has committed abuse or is guilty of frequent or serious contract violations, DCA will restrict the landlord from future participation in the program. If a landlord has committed fraud, the landlord will be terminated from the program. DCA will review any other contracts that the landlord has to determine the least detrimental effect on the other participants.

F. CONFLICTS OF INTEREST

DCA will not approve contracts in which any of the following parties have a current interest or will have an interest in the HAP contract for one year thereafter:

- Present or former member or officer of DCA, except a participant commissioner;
- Employee of DCA or any contractor, subcontractor or agent of DCA who formulates policy or influences program decisions;
- Public official, member of a governing body, or state or local legislator who exercises functions or responsibilities related to the programs; or
- Members of U.S. Congress.

The HUD Field Office may waive the conflict of interest requirement, except for members of Congress, for good cause

G. CHANGE IN OWNERSHIP

HAP payments are mailed/deposited to the owner or his/her authorized agent. Payments may not be transferred to another person, agent, or entity without completion of the DCA Transfer of Payments Form. The new payee must provide proof of ownership and/or authorization from the owner for the transfer of payments. Acceptable proof of ownership includes a copy of the deed or title insurance policy. In addition the new landlord must sign a Change of Ownership form, Landlord Understanding form, and W-9. The lease and HAP contract are automatically assigned to the new owner upon the sale of the property and remains in full force and effect. Therefore, it is not necessary to complete a new lease or HAP contract.

In the event of Foreclosure, DCA will comply with the Protecting Tenants At Foreclosure Act.

H. LEASE REVIEW

The family and owner must submit a standard form of lease in the locality by the owner and that is generally is used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with state and local law.

The tenant must have the legal capacity to enter into a lease under state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Tenancy Approval.

DCA **does not** approve leases but the lease will be reviewed for the **minimum** lease requirements. The lease should specify:

1. The names of the owner and tenant
2. The address of the unit rented (including apartment number, if any)
3. The amount of monthly rent to owner
4. The utilities and appliances to be supplied by the owner
5. The utilities and appliances to be supplied by the family
6. The term of the lease, including initial term and provisions for renewal.

If there is any conflict between the tenancy addendum/lease special stipulations and any other provisions of the lease the language of the tenancy addendum/lease special stipulations shall control.

The HUD prescribed tenancy addendum must be included (or attached) in the lease word-for-word before the lease is executed.

Special stipulations of the owner may be attached to the lease as an addendum, provided they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

Actions before Lease Term

All of the following must always be completed before the beginning of the initial term of the lease for a unit:

1. DCA has inspected the unit and has determined that the unit meets HQS
2. DCA has determined the rent is reasonable
3. The landlord and tenant have executed the lease, including the HUD-prescribed tenancy addendum
4. DCA has approved tenancy of unit in accordance with program requirements
5. When gross rent exceeds the applicable payment standard for the family, DCA must determine that the family share (total family contribution) will not be more than 40% of the family's monthly adjusted income.

When changes require a new lease and contract

A new HAP contract and Lease will be executed when the following conditions occur:

- There is a change in responsibility for utilities or appliances
- The family moves to a new unit, voluntarily or involuntarily
- A rent increase is not specified in the existing lease or stipulations
- The lease expires

Separate Agreements

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

Landlords and families may execute separate agreements for services, appliances (other than range and refrigerator), and other items that are not included in the lease if the agreement is in writing and approved by DCA.

Any appliances, services, or other items that are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher, or garage), or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. The family must have the option of not utilizing the service, appliance, or other item, for a separate agreement to exist. DCA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and landlord have come to a written agreement on the amount of allowable charges for a specific item, if those charges are reasonable and not a substitute for higher rent, they will be allowed.

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

Lease Term Policy

DCA will not enter into a HAP contract for an initial term less than eleven months or greater than 12 months. The owner and family must mutually agree to terminate the lease during the initial lease term. Otherwise, the owner must have cause to terminate the lease.

I. CONTRACT EXECUTION PROCESS

DCA prepares the Housing Assistance Payments (HAP) Contract for execution. The family and the landlord will execute the Lease agreement, and the landlord and DCA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents. Documentation will be retained in the family file.

The term of the HAP Contract and lease must concur.

If the HAP contract terminates for any reason, the lease terminates automatically.

By endorsing the monthly check or authorizing its direct deposit, the landlord certifies that the unit is in decent, safe, and sanitary condition and the lease remains in effect.

The HAP Contract must be executed within sixty days after commencement of the lease term. DCA considers the execution of the HAP Contract to be the date landlord signs the document. No rental payments will be made until the HAP Contract has been executed.

Owners must submit a W-9 as well as a valid Tax Identification Number. DCA will not enter into any HAP Contracts with owners who are unable or refuse to provide a Tax Identification Number.

Making Payments to Landlords

Following execution of the HAP Contract, DCA will begin processing payments to the landlord. The first HAP payment will be retroactive to the effective date of the HAP Contract. If the family has moved into the unit during the middle of the month, the first payment will be prorated to cover only those days in which the unit passed HQS and the family was in residence.

The effective date of the HAP Contract is the date the unit passes HQS and the family occupies the unit. If the family has paid the rent and the HAP Contract becomes effective during the month, the landlord is required to reimburse the family for that portion of the rent paid to the landlord by DCA.

The initial HAP payment should be received within seven to fourteen days from the date the HAP Contract is processed by the Regional Office staff. After the initial HAP payment, payments will be remitted on the first day of the month.

Contract and Payment Processing

HAP Contracts are processed electronically. Contracts are entered into the system by the Regional Office staff. Payments are authorized and disbursed from DCA's Atlanta Office. Checks lost in the mail will not be replaced by a duplicate check until a stop payment is in place and the bank confirms the original check cannot be cashed.

Late Payment of the HAP

DCA will pay a fee to the owner for late payment of the HAP in accordance with the terms and conditions included in the HAP contract as long as the penalties are the same as that charged by the owner for unassisted tenants. The late fee amount and implementation date must also be clearly stated in the Lease. Also, no HAP payment will be considered "late" if postmarked/transmitted by the first of the month the payment is due.

The computerized system maintains the HAP Register to monitor payments in accordance with HUD requirements.

A. PAYMENT STANDARDS

The Payment Standard is an amount used to calculate the monthly housing assistance payment for the Voucher program. It is based on the county's Fair Market Rent (FMR) and established individually for each bedroom size. The Payment Standard amount can never be greater than 110% of the county's FMR nor less than 90% percent of the FMR unless DCA receives a waiver from HUD. DCA may approve an exception payment standard up to 120% of the FMR as a reasonable accommodation for persons with disabilities.

Payment Standard Determination and Adjustments

DCA relies on the HUD FMR's for establishing Payment Standards at levels that are high enough to allow families to select units in areas of low density and poverty, but low enough so that a maximum number of families may receive housing assistance. DCA publishes a Payment Standards schedule annually for each of the 149 counties within its jurisdiction. Revised Payment Standards will be effective within 60 days of HUD's publication. The Payment Standards schedule may be accessed on DCA's website:

DCA may request a waiver from HUD to increase the Payment Standard over 120% of the Fair Market Rent under the following conditions:

1. In order to provide reasonable accommodation to a family that has a member with a disability, the following must be documented.
 - a. Indication that feature(s) of the specific house is/are needed to accommodate a disabled family member's specific disability needs (statement from qualified medical professional)
 - b. Indication that requested gross rent is rent reasonable
 - c. Determination that there are no other options that fit the needs of the participant. (including considerations for transportation, family support)
 - d. 120% exception is needed to approve the rent within 40% of adjusted monthly income (40% TTP cap).
2. A unit has been structurally modified to accommodate a family member with a disability and the owner requests a rent that would make the family's contribution to rent exceed 40% of the household income.
3. Specific counties may be designated to receive specially funded vouchers with a limited time frame for leasing suitable units. The Payment Standard may be increased to improve the availability of housing stock.

4. If 40% or more of voucher families occupying units of any particular unit size pay more than 30% of adjusted monthly income toward rent.

DCA may increase the Payment Standard amount at its discretion (not to exceed 120% of the current FMR) but is required to reduce the Payment Standard whenever HUD publishes FMRs lower than the corresponding Payment Standard amount.

DCA may seek approval of an Exception Payment Standard Rent Area from HUD if it is determined that a particular neighborhood, county or region needs an adjustment in the Payment Standard to meet the needs of families seeking housing outside high poverty areas; or to expand the search area so that families have a better opportunity to find suitable housing.

B. HOUSING ASSISTANCE PAYMENT (HAP) IN THE HOUSING CHOICE VOUCHER PROGRAM

Based upon the calculation using HUD form 50058, housing assistance payments are based upon the lesser of the following:

- Payment Standard of the unit bedroom size the family occupies
- Payment Standard for the voucher bedroom size the family is certified for; or
- The Gross Rent of the leased unit

Generally, the maximum subsidy for each family is determined by the Payment Standard less the family's TTP, [30% of the family's Monthly Adjusted Income, 10% of gross monthly income, or the minimum tenant contribution (\$50.00), whichever is greater.]

C. RENT AND RENT ADJUSTMENTS

The Contract Rent must remain unchanged during the initial lease term, except for Voucher holders in USDA Rural Development units when an all-complex rent increase has been approved. **The rent on USDA Rural Development units may not be increased for an individual resident when the resident's household income increases.**

Owners may increase the rent after the initial term of the lease by sending a 60-day written notice to the participant and DCA. Any requested change in rent to owner will be subject to rent reasonable requirements and budgetary constraints.

D. RENT REASONABLENESS DETERMINATIONS

It is DCA's responsibility to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. DCA will not approve the tenancy or execute a HAP contract until it has determined that the unit meets the minimum HQS and that the rent is reasonable.

DCA will determine rent reasonableness at initial lease-up, before any increases in rent to owner and at other times as described in this section. DCA will provide the owner with information concerning rent adjustments in the Voucher programs

Rents will be disapproved if the rent is determined to be unreasonable. DCA will determine the reasonableness of the rent in relation to comparable units available on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises

Rent reasonableness determinations are made

- When units are placed under HAP Contract for the first time,
- If there is a 5% or more decrease in the current FMR within 60 days of the HAP anniversary date
- When landlords request a rent increase
- When HUD determines a survey is necessary
- At each annual recertification

DCA Staff is very familiar with the rental housing market in their territories. They continue to monitor the quality of approved housing to ensure that the requested rent meets the rent reasonableness test. The family file must contain three comparable units for the rent reasonableness test. In an Apartment complex DCA may use the most recent three unassisted units leased.

No rent comparison with unassisted local market units is required if the rent does not exceed the rent for other comparable low-income housing tax credit (LIHTC) or HOME-assisted units in the same project that are not occupied by families with tenant-based assistance.

The rent is to be considered reasonable if it does not exceed the greater of (a) the rent for other LIHTC or HOME-assisted units in the project and (b) the payment standard that a PHA has established for units of the size involved.

DCA will certify and document on a case-by-case basis that the approved rent:

1. Does not exceed rents charged for new leases by the landlord for comparable unassisted units in the private market; and
2. Is reasonable in relation to rents charged by other landlords for comparable units in the private market, including rents charged by the owner for other owned units on the premises.

E. COMPARISON CHARACTERISTICS

To determine if rent is reasonable, specific characteristics of the contract unit will be compared with the same characteristics of comparable unassisted units. Standard factors to be considered are:

- Location
- Quality

- Size
- Unit type
- Age

In addition to the standard items of comparison, owner-provided items will be compared:

- Amenities
- Housing services
- Maintenance
- Utilities

DCA uses a Comparable Rent Survey Form to document the above characteristics of each comparable unit. The standard comparison factors are first considered to determine that the basic units are as similar as possible; then the owner-provided amenities are compared in order to justify a reasonable rent amount for the assisted unit.

The Rent Reasonableness Survey

Landlords disagreeing with the results of the survey may conduct their own surveys by providing DCA with a minimum of three comparables in the market area. DCA staff will verify the landlord's comparables.

Information on comparable units is collected from the local rental market and through contact with owners and property managers of rental property. Due to the size and diversity of DCA's jurisdiction, the market area for rent reasonableness comparables varies considerably. Every effort is made to locate comparables in the same neighborhood or locality. If comparables cannot be found in the same neighborhood or locality, a similar market area will be surveyed. The market area may be larger or smaller, depending on the supply of rental housing in the area.

When no comparable unit can be located, the following method will be used to determine a reasonable rent:

1. A two-bedroom unit currently under contract in the same market area and with similar amenities will be used.
2. The two-bedroom rent will be multiplied by the appropriate factor for the unit size:

0 Bedroom	.70
1 Bedroom	.85
3 Bedrooms	1.25
4 Bedrooms	1.40
5 + Bedrooms	4 BR rate plus 15% for each additional bedroom

If a comparable two-bedroom unit is not available, divide the rent for an under-contract, assisted three-bedroom unit by 1.25 to arrive at the reasonable rent.

The subsidy number of the unit currently under contract will be recorded on the initial HQS booklet.

The computer program maintains a database that includes comparable data on unassisted units throughout DCA's jurisdiction. Staff uses this data to determine rent reasonableness and documents the file. The system requires that information on comparables be not more than twelve months old at the time the file is processed.

DCA maintains a database that includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an annual basis.

A. HUD STANDARDS

DCA is required by HUD regulations to inspect the unit to ensure that it is "decent, safe, and sanitary" according to Housing Quality Standards as set forth in 24 CFR Section 982.401. The Housing Quality Standards are used to determine whether or not the unit is acceptable so the family can receive rental assistance. In addition, DCA has adopted local requirements of acceptability that have been approved by HUD.

No unit will be initially placed on the HCV Rental Assistance Housing Program unless these standards are met. Units must continue to meet the Housing Quality Standards for as long as the family remains in the unit with HCV assistance.

Utilities must be operative at the time of the initial inspection or the inspection will be rated as inconclusive.

Efforts will be made at all times to encourage owners to provide housing quality above HQS minimum standards.

There are five types of inspections DCA will perform:

1. Initial - Conducted upon receipt of the completed Inspection Request Form;
2. Annual - To be conducted on or before the recertification date;
3. Complaint - To be conducted upon request by the family or landlord; and
4. Quality Control - To be conducted for at least 30 units annually plus 1 for each additional 200 assigned over 2000.

Inspection Standards

DCA will use the HUD established Housing Quality Standards Performance Standards for conducting inspections.

Maximum Unit Standards

<i>Bedroom Size</i>	<i>Maximum Occupancy</i>
0-BR	2
1-BR	4
2-BR	6
3-BR	8
4-BR	10
5-BR	12
6-BR	14

B. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

DCA adheres to the acceptability criteria in the program regulations and HUD Inspection Manual with the following HUD-approved exceptions:

1. Unvented gas space heaters may be permitted in the unit provided they meet safety standards and display the appropriate AGA seal. *

* Because of the common use of unvented space heaters in DCA's jurisdiction, prohibition of their use could adversely restrict the supply of housing. In addition the unit must be in compliance with the required safety calculations which are reflected in the HQS booklet by comparing the BTU output to the total cubic feet of the heated area ($H \times L \times W \times 30 = \text{Max BTU/hr}$).

C. INITIAL INSPECTION

DCA will schedule an inspection of the unit to be held within a reasonable time of the receipt of an Inspection Request Form. The family and the landlord will be notified of the date and approximate time of the inspection.

The family and landlord will be advised of any deficiencies if the unit fails the initial Housing Quality Standards inspection. If the repairs are not made by the date determined by DCA and the voucher has expired, the family must reapply for the program.

D. ANNUAL HQS INSPECTION

DCA will conduct an annual Housing Quality Standards inspection approximately 90-120 days in advance of the recertification date. The family and landlord will be provided reasonable notice of the date and time of the appointment. The family must notify the Regional Office if the appointment cannot be kept. The inspection will be rescheduled once. (Exceptions will be at the discretion of the Office Director).

Deficiency Correction Timelines

The responsible party must be given sufficient time to correct the failed items. There are two guidelines to use:

1. If the item is life threatening, the responsible party must be given 24 hours to correct the violation.
2. For less serious failures, the responsible party may be given up to thirty days to correct the item(s). However, under extenuating circumstances such as the unavailability of parts or supplies or adverse weather conditions, DCA may grant a reasonable extension up to sixty (60) additional days (for a total of ninety (90) days).

The landlord is responsible for vermin and insect infestation even if caused by the family's living habits. However, if such infestation is serious or repeated, it may be considered a lease violation and the landlord may initiate eviction proceedings. If the family is evicted, DCA may terminate the family's assistance.

Smoke Detector Requirements

DCA requires that each dwelling unit have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the unit, and in each sleeping area, including the basement.

If a hearing impaired person occupies the unit, the smoke detector must have an alarm system designed for the hearing impaired.

The landlord is responsible for the installation of a working smoke detector. The removal of batteries or failure to replace non working batteries from smoke detectors by residents is considered a serious program violation.

Life-Threatening Violations

Following are examples of deficiencies that are considered life threatening and must be corrected by the landlord within 24 hours. It is not possible to list all of the deficiencies that may place a family in a life-threatening situation; therefore, the Family Housing Counselor may use his or her discretion to determine if a deficiency is severe enough to require immediate attention by the landlord or family.

1. Ceiling in imminent danger of falling
2. Major plumbing leaks or flooding
3. Gas leak or fumes
4. Electrical situation that could result in shock or fire
5. Inoperable heating system during winter months (November 15th through March 15th)
6. No running water
7. Lack of functioning toilet
8. Utilities shut off

The date in the *last pass insp* field of the (Re)Certification Listing indicates:

- the date of the annual inspection if there are no deficiencies and the unit passes HQS, or
- the date staff verified that the deficiencies were corrected, and which were confirmed at re-inspection

If the verified deficiency correction date is after the deadline or if the unit fails re-inspection after the deadline, the abatement process will begin.

The pass date noted on the cover of the inspection booklet is the calendar date of the inspection.

E. CONTRACT ABATEMENT

If the landlord fails to correct deficient items for which the landlord is responsible within the specified time, the Housing Assistance Payment may be abated for a maximum of thirty days for life-threatening violations and sixty days for less serious violations. The family will be offered a new Voucher and will be authorized to search for another unit.

An Abatement Notice shall be sent to the landlord following the failed reinspection. The abatement shall continue until all items that caused the unit to fail have been corrected, but no longer than sixty days for non-life threatening repairs and thirty days for life threatening repairs. If the landlord makes repairs during this period and the family intends to stay in the unit, the abatement will end the day that the unit passes inspection.

Reinspections for deficiency items will include only those items that failed; however, if the inspector encounters other deficiencies, the landlord will be notified and the regular deficiency procedures will be followed.

No retroactive payments will be made to the landlord for the period of time the Housing Assistance Payment was abated and the unit did not comply with HQS. In addition, the family may not be held responsible for DCA's portion of rent that was abated. The family will continue to pay their share of the rent.

HAP Contract Termination

If the landlord fails to correct the deficiencies by the end of the abatement period, the Housing Assistance Payment (HAP) Contract will be terminated. The family may decide to remain in the unit without assistance. In this case, the family will become responsible for the entire Contract Rent.

The family is only responsible for breaches of HQS that are caused by:

1. Non-payment of utilities by the family;
2. Not providing, or failing to maintain, appliances not provided by the landlord; and
3. Damages to the unit or premises caused by a household member or guest (damages beyond normal wear and tear).

HQS violations that are the family's responsibility must be corrected within the appropriate time period. If the violations are not corrected, the family's assistance will be terminated and the family will be offered an opportunity for an informal hearing. The landlord's HAP payment will not be abated for a breach of HQS for which the family is responsible.

F. SPECIAL/COMPLAINT INSPECTIONS

Families and landlords are encouraged to resolve any disputes without DCA's intervention. However, if no resolution can be reached and the family or landlord notifies DCA that the unit does not meet HQS, DCA will conduct an inspection. Only those items that were reported will be inspected; however, if other deficiencies that would cause the unit to fail HQS are noticed, the responsible party will be required to make the necessary repairs.

If the family's recertification date is within 120 days of a special inspection, the special inspection may be considered an annual inspection and all annual inspection procedures will be followed.

RECERTIFICATIONS

HUD requires that DCA recertify the income and household composition of all families at least annually. These activities must be coordinated to ensure that they are completed in accordance with the regulations.

Income limits will not be used as a test for continued eligibility at recertification.

A. DETERMINING THE ANNUAL RECERTIFICATION DATE

The annual recertification date is determined by the effective date of the HAP Contract. If the initial HAP Contract date falls on any date other than the first, the annual recertification date regresses to the first of the same month (e.g. HAP effective date 1/25, recertification date 1/1).

The computer system provides a listing of units under contract by month to ensure systematic reviews of Contract Rent, allowances for utilities and other services, and housing quality inspections in accordance with the requirement for annual re-examination. This listing is used to assist in scheduling the required activities.

Families will be requested to provide information on expenses, income, assets, household composition and characteristics, drug and criminal activity at least annually. This information will be verified the same as initial verification methods. Each member of the household must declare his/her citizenship or verify eligible immigration status only once during continuously assisted occupancy. New household members, other than through birth, must submit the declaration at the next interim or annual certification.

B. RE-EXAMINATION NOTICE TO THE FAMILY

Program participants are notified in writing of their annual recertification date at least 150 days in advance. Participants are sent an application, the Request for the Release of Information/Privacy Act Form, and DCA Authorization to Release Information Form to review, complete, and return in order to start the recertification process.

If the participant does not return the forms within fifteen days, DCA will send a follow-up letter, directing him/her to return the forms within fifteen additional days or face termination of assistance. If the participant again fails to return the forms, DCA will send a Termination of Assistance Notice giving him/her fifteen days to request an informal hearing.

If a family's failure to respond is due to the disability of a family member, as a reasonable accommodation, DCA will rescind the termination notice.

Requirement to Attend

The Head of Household is required to be present at the Recertification appointment.

The Recertification and HQS inspection are scheduled and conducted in the family's unit at the same date and time. DCA will send an appointment letter to the family providing reasonable notice as to the appointment date. The family will be advised to immediately notify the Regional Office if the Head of Household will be unable to keep the appointment. The appointment will be rescheduled only once. (Exceptions will be at the discretion of the Office Director)

Verification of Information Provided, See chapter 7

Verification for recertification is not valid after 150 days. (Exceptions would be SSA & SSI award letters, which are valid for a year).

C. CONDUCTING THE REEXAMINATION

The annual recertification includes a review of the income, expenses, assets, household composition and characteristics, drug and criminal activity. The review, conducted at the family's unit, consists of a recalculation of the Total Tenant Payment and Rent to Owner and rebriefing on particular aspects of the rental assistance program.

The Head of Household is required to sign documents attesting to his/her understanding of the program.

Changes in Tenant Rent at Annual Recertification

Upon every recertification of the family DCA will recalculate the family's portion of rent after all required information has been submitted, reviewed, and verified. DCA will notify both the landlord and family of the revised Tenant Rent and the Housing Assistance Payment to be paid by DCA, if applicable.

Imputed Welfare

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

- Fraud
- Failure to participate in an economic self-sufficiency program; or
- Noncompliance with a work activities requirement

The family will be entitled to an informal hearing in these circumstances.

DCA will reduce the family share if the welfare assistance reduction is a result of:

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

- A situation where the family has complied with welfare program requirements but has not obtained employment.

DCA will obtain notification from the welfare provider of the reason for the welfare assistance reduction before making a determination.

D. INTERIM CHANGES AND REVISIONS

Required Changes to Report

Participants are required to report all changes in family composition or income, in writing, to the appropriate Regional Office within thirty days of the effective date of the change (i.e. the date from which benefits are payable; not the date the family receives the payment). This includes additions due to birth, adoption and court-awarded custody of children. The family must obtain written approval from DCA and Landlord before there are any other additions to the household.

It is always the head of household's responsibility to report a change in income or family composition, regardless of which family member may be contributing the income. Once reported, these changes may lead to an interim revision. Notwithstanding HUD-required adjustments in housing assistance payments based on additions to family income, DCA policy is not to apply interim increases when the family reports changes in family composition and income in accordance with program rules.

Participants receiving social security or supplemental social security are not required to report their small cost of living raise each year. DCA will verify this at move or annual recertification and utilize the applicable award amounts at that time.

If a Housing Choice Voucher Participant is interested in the Family Self Sufficiency Program, the participant has the option to request that an interim revision be completed to allow the family to participate in the FSS program. The head of household must sign the Request for Interim Revision Form. By signing the form the family must understand that their portion of the rent could change according to the normal revision procedures.

Changes in Family Composition

DCA and the landlord must approve proposed additions to family composition (other than birth, adoption, or court-awarded custody of a minor). Proposed additions to family composition will be denied to persons listed in DCA's ineligible file, if that person owes a debt or has a record of adverse termination from a previous housing authority, is subject to permanent or lifetime registration as a sex offender, convicted of manufacturing or sale of methamphetamine (speed) on federally assisted housing property, or a convicted felon for drug-related or violent criminal activity. DCA will use the Dru Sjodin Sex Offender Database to screen adult household members prior to approving an addition to family composition.

Any change in family composition must be reported within thirty days of its occurrence. The family must complete all required paperwork. If the change in composition results in a change in the certified bedroom size for the family, the appropriate size subsidy will not be issued until the next recertification. If the family wishes to move to a new unit prior to recertification, a proper

notice is still required to end an existing lease and a new appropriate size subsidy is issued to the family.

Failure to Report Changes/Violation of Grounds for Denial and Termination

If the unreported change in the family composition of a participant results in a decrease of certified bedroom size, the overpaid subsidy will be calculated and DCA will seek reimbursement and may investigate the family for possible fraud or abuse.

Failure to report a change in family composition and adding a member to the household without written approval from DCA and Landlord is a program violation and the family may be subject to termination of assistance.

Changes that require an Interim Revision

The Total Tenant Payment (TTP) will remain in effect for the period between regularly scheduled re-examinations unless:

1. The family's TTP decreases (Exception: Imputed welfare);
2. The contract rent changes;
3. An administrative error is discovered;
4. The "all complex" contract rent for property in the Rural Development program changes during initial lease term;
5. The participant has committed abuse and the rental assistance will continue;
6. Request for Hardship Exemption of Minimum Rent is granted;
7. Income cannot reasonably be anticipated for a full year and current income is annualized (subsequently conduct an interim re-examination if income changes);
8. An individual with income (from employment or benefits) becomes a family member;
9. An individual reporting only excluded income will be subject to an interim revision if a source of non-excluded income is reported;
10. Income from a new source is received (i.e. start of employment or benefits, change in employers, but not an increase in salary from the same job);
11. Families reporting only excluded income if a source of non-excluded income is reported.

Verification for Interim Revisions

Following a report of a change requiring an interim revision, DCA staff will begin the verification process. To demonstrate compliance with mandatory EIV use, DCA will retain the ICN page if there is no income discrepancy and Income Report if there is an income discrepancy. Upon receipt of the appropriate verifications, the staff will revise the Recertification Worksheet to include the new information and process the interim revision. This form will be sent to the family with a request to review the information, sign the form, and return it to DCA within fifteen days.

Failure of the family to return the signed form within the designated 15 days will constitute a program violation and may result in termination.

Upon return of the signed Recertification Worksheet, the staff will verify the revised Total Tenant Payment and Housing Assistance Payment. The family and landlord will be notified in writing of the new payments as well as the effective date. The family will be offered an opportunity to request an informal hearing if s/he disagrees with the revised payments.

If the change reported by the family does not alter the Total Tenant Payment, the family will be notified in writing.

Change in tenant rent for Interim Revisions

The effective date of an interim revision will vary depending on whether the change was reported in a timely manner and whether the family's Total Tenant Payment (TTP) increases or decreases.

TIMELY REPORTING

Tenants are required to report all changes in family composition or income, in writing, to the appropriate Regional Office within thirty days of the effective date of the change. Participants receiving social security or supplemental social security are not required to report their small cost of living raise each year. DCA will verify this at move or annual recertification and utilize the applicable award amounts at that time.

If the TTP increases, the new TTP becomes effective on the first day of the month following a sixty-day grace period.

If the TTP decreases, the new TTP becomes effective the first day of the month following the family's written notification.

Change is not reported in a Timely Manner

If the family does not report the change in writing within thirty days of the effective date of the change, the change will be effective as follows:

If the TTP increases, the new TTP will be retroactive to the date it occurred.

If the TTP decreases, the TTP will be effective on the first of the month following completion of processing by DCA (not on a retroactive basis).

The family will be requested to reimburse DCA in a lump sum or through a Promissory Note for any overpaid housing assistance. Deviation from normal effective dates is justified because of the tenant's failure to supply the required report.

When DCA does not process the Change in a Timely Manner

DCA will process changes in a timely manner so that the change becomes effective on the appropriate date. If the change is not effective on the appropriate date due to a delay in processing by DCA staff, the family shall not be penalized.

If the change results in a decrease in the TTP, the family will be reimbursed for the amount of the overpayment (based on the date the decrease should have taken effect).

If the change results in an increase in the TTP, the increase will not take effect until the family and landlord have been given the required minimum thirty-day notice of the increase.

Timing of Next Annual Recertification:

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

E. CONTINUATION OF ASSISTANCE FOR “MIXED” FAMILIES

Under the Non-citizens Rule, “mixed” families are families that include at least one citizen or eligible immigrant and any number of members with ineligible immigration status.

“Mixed” families who were participants on June 19, 1995 shall continue receiving full assistance if they meet the following criteria:

1. The head of household or spouse is a U.S. citizen or has eligible immigration status; and
2. All family members other than the head, spouse, parents of the head, parents of the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

Mixed families who qualify for continued assistance after 11/29/96 may only receive prorated assistance.

Families have the following options if they do not qualify for continued assistance:

1. The family member(s) who cause the family to be ineligible for continued assistance may move;
2. The family may choose prorated assistance; or
3. DCA may offer the family a temporary deferral of termination.

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

HUD regulations permit families to move with continued assistance to another unit either within or outside DCA's jurisdiction. Moves by a participant of another HA's program to DCA's jurisdiction or moves by DCA participants to the jurisdiction of another HA are processed under HUD's portability procedures. These regulations allow the HA the discretion to develop policies setting limitations or restrictions on moves. This chapter defines the procedures for moves within and outside DCA's jurisdiction as well and the policies for restriction and limitation on moves.

A. TYPES OF RELOCATIONS

Relocations are classified as follows:

1. Transfers
2. Portability
 - a. Outgoing Portability
 - b. Incoming Portability

B. ALLOWABLE MOVES

DCA shall allow families to move to another unit under certain circumstances and continue their rental assistance under the HCV program.

Overlapping Assistance

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move.

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

C. RESTRICTIONS ON MOVES

Families are not permitted to move during the initial term of the lease. Exceptions may be approved by the Office Director under extenuating circumstances, such as domestic violence, crime reprisal, a mutual rescission, medical reasons or termination of the HAP contract due to the landlord's failure to maintain the unit in accordance with HQS.

DCA will not issue, or may withdraw a voucher for a family to move if the family has violated a program obligation, has been evicted, or is being evicted for serious violation of the lease.

DCA may terminate assistance if the family is receiving assistance in another unit when notified of a court judgment regarding a previously subsidized unit.

If denied eligibility to move, staff will send applicant or participant a copy of the Denial of Request to Transfer Form, place original in participant's folder, and enter information into the Denial of Request to Transfer log on SharePoint.

D. TRANSFER WITHIN DCA's JURISDICTION

For applicants, income limits for the selected county will be used to determine eligibility. Income limits do not apply to continuing program participants who relocate within DCA's jurisdiction.

Requests for transfers to a different DCA region must be made in writing or verbally to the office currently serving the applicant or participant. Staff will verify eligibility before issuing a voucher and notifying the receiving regional office of the transfer. If denied eligibility to transfer, staff will send applicant or participant a copy of the Denial of Request to Transfer Form, place original in participant's folder, and enter information into the Denial of Request to Transfer log on SharePoint.

E. OUTGOING PORTABILITY

To initiate the portability process, the head of household must submit a verbal or written request to the appropriate Regional Office. The request must include the name of the jurisdiction to which the participant wishes to move and/or the name of the housing authority serving the area.

Applicants who resided in a different housing authority's jurisdiction when they entered DCA's waiting list must live in DCA's jurisdiction as a participant receiving DCA's housing choice voucher rental assistance for a minimum of one year.

Participants may not move outside of DCA's jurisdiction while owing an outstanding debt to DCA.

Following the receipt of the request, the Regional Office will confirm the family's eligibility to relocate, request participant fill out Request for Portability-Out of Jurisdiction form, recertify the family's income and eligibility (if a recertification was not completed within the last 120 days), and issue a new Voucher. The effective date should be no more than thirty days before the current contract is scheduled to terminate. The family will have a maximum of 120 days to lease-up. If denied eligibility to port, staff will send applicant or participant a copy of the Denial of Request to Transfer Form, place original in participant's folder, and enter information into the Denial of Request to Transfer log on SharePoint.

Documents Transfer

The Regional Office shall forward the following items to the Tucker Office:

1. Portability Request Transmittal Form, including statement of good standing;
2. Copy of the most recent application form, income, asset and allowance verification;
3. Copy of evidence of citizenship or eligible immigration status;
4. Copy of the Social Security Cards for all household members;
5. Copy of the newly issued Voucher.

6. EIV information.

Receiving HA

If the receiving HA absorbs the porting family, DCA will have no further responsibility after the family leases up in the new jurisdiction.

Receiving HA Requirements

The HA will be requested to adhere to the following guidelines:

1. Notify DCA in writing within ten days when a portable family:
 - a. Fails to submit a Request for Tenancy Approval before the voucher expiration date;
 - b. Leases-up; or
 - c. Has its assistance terminated;
2. Submit hearing determinations to DCA within ten days; and
3. Notify DCA in writing within ten days of a family's request to move to an area outside the receiving HA's jurisdiction.

Payment to Receiving HA

Receiving HAs who administer DCA subsidies must bill DCA for the applicable fees and payments in accordance with HUD requirements. When billed, DCA will reimburse the receiving HA for 100% of the HAP amount, 100% of the special claims paid on HAP contracts effective prior to 10/2/95, 80% of DCA's Administrative Fee, and any other HUD-approved fees.

Subsequent Moves by Portable Families

Portable families with a DCA Voucher (i.e., one in which the receiving HA is administering rather than absorbing) wishing to move to a third jurisdiction must contact DCA in writing with a formal request to transfer assistance. The request must include either the location to which the family is transferring or the name of the HA serving the area. Permission to relocate will not be denied provided the family meets the criteria for participants. There is no minimum time period in which the family must remain in the second jurisdiction before requesting a transfer to a third jurisdiction.

Portable families wishing to return to DCA's jurisdiction will be routed to the Regional Office from which they originated.

F. INCOMING PORTABILITY

DCA will accept families with a valid Housing Choice Voucher from another HA's jurisdiction. Previously administered vouchers may be absorbed at DCA's discretion.

For applicants, the family must be within the very-low income limits for the county in which the family will reside.

Rent Burden

The Rent Burden is the family's payment to the landlord plus utility allowance. If the gross rent exceeds the payment standard, this figure must not be more than 40% of adjusted monthly income.

Porting families are subject to the same initial maximum rent burden limit as any other family.

Required Documents

As receiving HA, DCA will require the following documents from the initial HA:

1. HUD-52665 Family Portability Information Form;
2. HUD-50058 Form;
3. Social Security numbers of all household members;
4. Voucher;
5. Declarations and Verifications of U.S. citizenship or eligible immigration status and;
6. EIV information.

DCA will not delay processing an incoming port if the initial HA provides HUD required forms 52655 & 50058 and a current Housing Choice Voucher.

Certification and Lease up

The Regional Office will perform an initial certification of all incoming portable families. A contract will not be executed if the family's Total Tenant Payment exceeds the Gross Rent.

A complete briefing session will be mandatory for all porting families. DCA will use the briefing session to notify families of their responsibility to contact DCA if the family wishes to move outside DCA's jurisdiction under continued portability as well as DCA's policies and procedures.

If the Voucher expires, the initial HA will be notified by DCA. Likewise, the initial HA will be notified if the family successfully leases up.

G. ADMINISTERING SUBSIDIES OF INITIAL HA

In instances where DCA, as receiving HA, administers the initial HA's Voucher, DCA's policies and Payment Standards will prevail. As receiving HA, DCA will issue a portability Voucher according to the initial HA's certification standards. DCA will not extend the expiration date of the voucher. DCA will honor any extension to the voucher submitted by the initial HA. Under HUD guidelines, the initial HA must be informed of all changes affecting the household subsidy.

Termination Policy

DCA may terminate assistance if the family incurs a debt and does not repay the debt as required. Families whose assistance is terminated will be given an opportunity for an informal hearing.

DCA will notify the initial HA in writing of any termination of assistance to the family. If a hearing is requested by the family, the hearing will be conducted by DCA, using the regular hearing procedures included in this Administrative Plan. A copy of the hearing decision will be furnished to the initial HA.

The initial HA will be responsible for collecting amounts or debts owed and for monitoring the effect of those debts on unit transfers. If the initial HA notifies DCA that the family is in arrears by missing the number of payments specified in the initial HA's Administrative Plan or the family has refused to sign a Repayment Agreement, DCA will refuse to issue another Voucher to the family to move to another unit.

Billing Procedures

DCA will bill the initial HA monthly for Housing Assistance Payments. The billing cycle for other amounts, including administrative fees, hard to house fees, special claims paid, etc., will be monthly unless requested otherwise by the initial HA.

DCA will bill 100% of the Housing Assistance Payment, 100% of the special claims, 100% of the hard-to-house fees, and 80% of the administrative fee (at the initial HA's rate) for each portable Voucher leased as of the first day of the month.

DCA will notify the initial HA of changes in subsidy amounts resulting from income and household composition changes or unit transfers, and will expect the initial HA to notify DCA of changes in the administrative fee amount to be billed.

Subsequent Moves by a Portable Family

If the family wishes to transfer to a third jurisdiction, the family will be advised to contact the initial HA for approval. For instances in which DCA has absorbed the family into its own program by issuing its own Voucher, the family must comply with the procedures outlined in Section E of this chapter.

HAP CONTRACT TERMINATIONS

A. CONTRACT TERMINATION

The term of the HAP Contract is the same as the term of the lease. The HAP Contract may be terminated by the landlord, DCA, or if the tenant terminates the lease.

No future subsidy payments on behalf of the family will be made by DCA to the landlord after the month in which the Contract is terminated. The owner must reimburse DCA for any subsidies paid by DCA for any period after the contract termination date. If the owner does not voluntarily do so, a deduction will be set up in the DCA computer database.

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 landlord.

After a contract termination the family may lease-up in another unit, provided the family meets the following criteria for a move with continued assistance:

1. The family holds a valid voucher;
2. The family has not violated a family obligation; and
3. The family is current on any Promissory Notes or has no outstanding indebtedness to DCA or other HA.

The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY

DCA requires the family to remain in the unit for the initial term of the lease. The family may terminate in accordance with the provisions of the lease by providing DCA with a copy of the written notice given to the landlord.

C. TERMINATION BY THE LANDLORD

The landlord may only terminate the tenancy in accordance with the lease, Tenancy Addendum and state and local law.

The landlord may terminate tenancy for the following reasons:

1. Serious or repeated violation of the terms and conditions of the lease.
2. Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit.
3. Criminal Activity or alcohol abuse:

The landlord may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity on the premises:

- a. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents;
- b. Any criminal activity that 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;
- c. Any violent criminal activity on or near the premises; or
- d. Any drug related criminal activity on or near the premises.

The landlord may terminate tenancy during the term of the lease if any member of the household is:

- a. 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, or that, in the case of the State of New Jersey, is a high misdemeanor;
- b. Violating a condition of probation or parole under federal or state law.

The landlord may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

The landlord may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

4. Other good cause.

- a. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do
- b. During the initial term or during any extension term, other good cause includes:
 - (1) Disturbance of neighbors,
 - (2) Destruction of property, or
 - (3) Living or housekeeping habits that cause damage to the unit or premises.
- c. After the initial lease term, such good cause includes:
 - (1) The tenant's refusal to accept the offer of a new lease or revision,
 - (2) The owner's desire to use the unit for personal or family use or for purpose other than use as a residential unit, or
 - (3) A business or economic reason for termination of the tenancy (such as sale

of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

- d. The examples of other good cause do not preempt any State or local laws to the contrary.
- e. In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants. This provision will sunset on December 31, 2014 unless extended by law.

5. Protections for Victims of Abuse.

- a. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- b. Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- c. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- d. Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- e. Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant

for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

- f. Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- g. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

6. Eviction by court action

The owner may only evict the tenant by a court action.

7. Owner notice of grounds

- a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

Housing assistance payments are paid to the landlord under the terms of the HAP contract. If the landlord has begun eviction and the family continues to reside in the unit, DCA will continue to make housing assistance payments to the landlord until the family moves or is evicted from the unit.

If the eviction is not due to a serious or repeated violation of the lease and if DCA has no other grounds for termination of assistance, the family will be issued another Voucher to move to another unit.

The owner may only evict the tenant by court action. If the landlord starts an eviction action against a tenant, he/she must provide DCA with a copy of the notice (Dispossessory Warrant). The landlord must provide the tenant and DCA with a written notice specifying the grounds for termination of tenancy before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant. In addition, if the action is finalized in court, the landlord must provide DCA with the final court order or consent agreement, including a writ of possession. The owner eviction notice means a notice to vacate, a notice to terminate, a complaint, or any other initial pleading used under state or local law to commence an eviction action. Housing assistance payments are paid to the landlord under the terms of the HAP contract. If the landlord has begun eviction and the family continues to reside in the unit, DCA will continue to make housing assistance payments to the landlord until the family moves or is evicted from the unit. If the eviction is not due to a serious or repeated violation of the lease and if DCA has no other grounds for termination

of assistance, the family will be issued another Voucher to move to another unit.

D. TERMINATION OF CONTRACT BY DCA

The Housing Assistance Payments Contract terminates automatically when the family moves from the unit, or when the landlord evicts the family. DCA may also terminate the contract for the following reasons:

1. If DCA terminates program assistance for the family;
2. 180 calendar days after the last housing assistance payments to the owner;
3. Available program funding is not sufficient to support continued assistance for families in the program;
4. Upon the death of a single member household, including single member households with a live-in aide;
5. If DCA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition;
6. If the family breaks up, DCA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the unit;
7. If DCA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract;
8. In the event of foreclosure, DCA will comply with the Protecting Tenants At Foreclosure Act

If DCA terminates the HAP Contract, the landlord and family must be given notice in accordance with contract requirements.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

Households that do not qualify for continued assistance may request a temporary deferral of termination of assistance. The deferral is available to households receiving assistance on June 19, 1995 who have **no** members of the household with eligible immigration status. The maximum deferral period is six months; however, extension may be granted for additional six-month periods for a total deferral period not exceeding three years.

The maximum period for deferring termination of assistance for participants contracted after November 29, 1996 is 18 months.

The family will be notified in writing at least sixty days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

1. Granting another deferral will result in an aggregate deferral period of longer than three years (or 18 months); or
2. A determination has been made that other affordable housing is available.

F. LANDLORD MISREPRESENTATION

If a landlord has committed fraud or abuse or is guilty of frequent or serious contract violations, DCA will restrict the landlord from future participation in the program for a period of time

commensurate with the seriousness of the offense. DCA may also terminate some or all contracts with the landlord.

Before imposing any penalty against a landlord, DCA will review all relevant circumstances, including, but not limited to: the severity of the violations, whether restitution has been made, and the effect on participants under lease agreements with this landlord.

G. VIOLENCE AGAINST WOMENS ACT (VAWA)

In January 2006, President Bush signed a law known as the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA). Portions of this law create new protections for victims of domestic violence, dating violence and stalking who are residents in public housing or who are assisted with Section 8 rental assistance.

DCA will continue its efforts to support and assist children and adult victims of domestic violence, dating violence, sexual assault, and stalking and will continue to establish collaborative programs with domestic violence service providers. With respect to the Housing Choice Voucher program:

1. Any information provided by the victim will be kept confidential and will not be shared with other related agencies unless requested or consented to by the victim in writing, required for use in an eviction proceeding of an abuser, stalker or perpetrator of domestic violence, or is otherwise required by applicable law.
2. DCA will allow such victim(s) an opportunity to explain negative rental, financial or criminal history and lease violations, which were caused by such violence, prior to taking final adverse action against the victim such as denial into the program or termination/eviction.
3. DCA does not deny admission or terminate assistance, tenancy or occupancy rights of such victims and their immediate family members when the reason for denial/termination is directly related to such violence, unless the member is the abuser.
4. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of that violence.
5. Tenancy will not be terminated if the head of household or an immediate family member is the victim of criminal activity that is directly related to domestic violence, dating violence or stalking engaged in by a member of the household, a guest or another person under the control of the head of household.

Limitations include:

- So long as DCA applies the same standard to all tenants, assistance may be terminated for violations not based on an incident or incidents of domestic violence, dating violence or stalking for which VAWA provides protections.

- If a participant claims protection under VAWA, DCA may require certification concerning the incident or incidents to enable those protections. The participant may certify in the following ways:
 1. Submission of HUD form 50066
 2. Submission of a police report or court record
 3. Submission of documentation signed by a victim service provider, an attorney or a medical professional; or
 4. Third party certification or documentation.

H. INSUFFICIENT FUNDING

If DCA determines it has insufficient funding, actions will be taken to reduce the number of units under lease and/or HAP expenditures. Such actions may include termination of HAP contracts, lowering payment standards, denying families' request to port to jurisdictions with high payment standards, halting the issuance of vouchers to families on the waiting list, suspending the acceptance of project based housing applications, and amending project based contracts to reduce the number of families assisted. Prior to terminating contracts, DCA will determine if any of these actions can be taken to reduce program costs. If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, DCA will terminate HAP contracts as the last resort.

Prior to terminating any HAP contracts, DCA will inform the local HUD field office. DCA will then terminate the minimum number needed in order to reduce HAP costs to a level within DCA's annual budget authority.

If DCA must terminate HAP contracts due to insufficient funding, DCA will do so in accordance to the following criteria and instructions:

1. DCA will terminate families according to the date of the family's admission to the program, starting with those that have been receiving assistance the longest.
 - a. Non-elderly, non-disabled single member families
 - b. Non-elderly, non-disabled families with no children under the age of 18
 - c. Non-elderly, non-disabled families with children under the age of 18
 - d. Elderly and disabled families
 - e. VASH families
2. DCA will notify the affected families in writing.
3. Since termination is based on a funding issue and not an enforcement issue, families will not receive a hearing.
4. For families that have been terminated, DCA will keep their files open for six continuous months and the family will be able to be reinstated if DCA is awarded additional funding or funding becomes available due to program attrition. These families will have to meet the same program requirements for initial eligibility and

will be placed on reinstatement waiting list pending available funding during that six month period. If the family is on the waiting list for longer than six months they will not be eligible for reinstatement and will have to reapply once the waiting list is open.

A. GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE

The Department of Community Affairs (DCA) may deny assistance to an applicant by any of the following means:

- Denying placement on a DCA waiting list;
- Denying or withdrawing of a Voucher;
- Refusing to enter into a HAP contract or approve a lease;
- Refusing to process or provide assistance under portability.

DCA may terminate assistance to a participant by any of the following means:

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

DCA may deny assistance to the waiting list for an applicant on any of the following grounds:

Families that fall into the following categories will be permanently barred from entering a waiting list:

1. A family found guilty of program fraud and terminated from a federally assisted housing program;
2. A family with individuals convicted of manufacturing or sale of methamphetamine (speed) on federally assisted housing property;
3. A family member subject to a permanent or lifetime registration as a sex offender. DCA will offer an applicant family the opportunity to remove a member who is subject to a sex offender registration requirement before denying the family admission or terminating the family's assistance;

Families that fall into the following categories will be barred from entering a waiting list for a period of three years:

1. Any household member who has been evicted from federally assisted housing for drug-related criminal activity;
2. A family member engaged in or threatened abusive behavior toward DCA personnel;
3. A family providing false information on their application.

DCA may terminate assistance for a participant on any of the following grounds:

1. Failure to supply any information, including any certification, release, or other documentation that DCA considers necessary to verify citizenship or eligible immigration status or for use in an annual or interim examination of family income and composition.
2. Failure to provide documentation of Social Security numbers, and to sign and submit consent forms for obtaining information, including spouse unless legally separated or divorced.
3. Failure to supply any information requested by DCA to verify that the family is living in the unit or information related to the family's absence from the unit.
4. Failure to provide a legal form of identification that includes a recognizable picture of the head of household;
5. Failure to submit an Inspection Request Form **no later than the expiration date on the voucher** to the appropriate DCA Regional Office requesting a unit inspection.
6. Failure to give DCA a copy of any notices from the Department of Housing and Urban Development (HUD) regarding family income, earnings, wages or unemployment compensation.
7. Failure to promptly notify DCA and the landlord **IN WRITING** when a family member or Head of Household will be away from the unit for more than 14 days. The family or Head of Household may be absent from the unit for up to 180 days with DCA's written approval.
8. Failure to notify DCA **IN WRITING** within 30 days of the birth, adoption, or court-awarded custody of a child.
9. Failure to request and obtain prior written approval from DCA and the landlord to add any other person(s) as an occupant of the unit (except for the birth, adoption, or court-awarded custody of a child). Proof of custody is required for minors being added to the household. Approval to add a member to the household will be **DENIED** if the individual is ineligible for assistance from DCA due to a debt, fraud, or other reason. Person(s) who reside in the unit more than 50% of the time or have established residency are considered occupants. Use of the assisted unit's mailing address in any way will establish residency.
10. Failure to notify DCA **IN WRITING** within 30 days if a household member no longer lives in the unit.
11. Failure to report **ANY** changes in the source or amount of household income to DCA **IN WRITING** within 30 days of the effective date of the change (i.e., the first day of employment, the date a pay increase goes into effect, etc.: **NOT** the date on which the income is received). Sources of income include, but are not limited to, wages (including spouse), government benefits (such as Social Security, SSI, TANF), unemployment benefits, pensions, child support, and continuous contributions from friends and family.

12. Failure to properly report any other changes (i.e. marriage, divorce, separation, etc.) that DCA may consider relevant or that affect family composition or income.
13. Failure to comply with the lease. **BEFORE** moving out of the unit or terminating the Lease the family must provide DCA with a **COPY OF WRITTEN** notice given to the landlord, which must be in accordance with the terms of the Lease. The initial lease term must be for a minimum of one year.
14. Failure to use the assisted unit for residence by the family. The unit must be the family's only residence.
15. Failure to allow DCA to inspect the unit at reasonable times and after reasonable notice. If the head of household misses the appointment, one final appointment will be scheduled. If the family misses the final appointment, DCA will terminate assistance for abuse.
16. Failure to pay utility bills and supply and maintain any appliances that the owner is not required to supply under the Lease. All tenant paid utilities must be in the name of the head of household or other adult household member and remain continuously connected. Participants with a first documented instance of utility disconnection will be required to have the utility reconnected with-in 24 hours or face rental assistance termination. Participants with a second documented instance of utility disconnection will not be provided with an opportunity for reconnection and will be terminated for abuse.
17. Failure to reimburse landlord for any damages (other than damage from ordinary wear and tear) to occupied unit or premises caused by household members or guests during lease term or when vacating the unit.
18. Failure to correct tenant-caused, life-threatening HQS violations within 24 hours and other tenant-caused HQS violations within the required time period.
19. Failure to pay rent to the landlord when due or report any additional charges by the landlord **IN WRITING** to DCA. It is illegal for a landlord to charge additional amounts for rent or any other item not specified in the lease which have not been specifically approved by DCA.
20. Failure to give DCA a copy of any owner eviction notice. If evicted for a lease violation the family will be ineligible for continued rental assistance.
21. The family (including each household member) must **NOT**:
 - a. Own or have any interest in the unit. This includes, but is not limited to, rent to own agreements, installment sales contracts, or any other arrangement for a family member to buy the unit;
 - b. Sublease or let the unit, assign the Lease, or transfer the unit;
 - c. Receive Housing Choice Voucher (HCV) assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State, or Local housing assistance program;

- d. Be related to the owner in any of the following ways: parent, child, grandparent, grandchild, sister, or brother; unless the family includes a member with a disability and the unit accommodates the disability. Transfer of property occurring within the last 12 months in order to meet eligibility is not permissible;
 - e. Be evicted from federally assisted housing for serious violation of the Lease, including drug related criminal activity within the last three years;
 - f. Be subject to a permanent or lifetime registration as a sex offender. HCV assistance for participants (or household members) erroneously admitted will be terminated;
 - g. Owe DCA or have committed past abuse for unreported income;
 - h. Be a felon convicted of illegal drug or violent criminal activity or other criminal act that threatens the health and safety of other residents.
22. The family (including each household member or guest) must **NOT**:
- a. Commit any serious or repeated violation of the Lease;
 - b. Commit fraud, bribery, or any other corrupt or criminal act in connection with the Housing Choice Voucher Program;
 - c. Participate in illegal drug or violent criminal activity while receiving assistance from DCA;
 - d. Be convicted of the manufacture or sale of methamphetamines (speed) on federally assisted housing property;
 - e. Participate in drug use or alcohol abuse that adversely affects the health or safety, or peaceful enjoyment of the premises of other residents while receiving assistance from DCA;
 - f. Be fleeing to avoid prosecution, custody, or confinement after conviction, for a crime or an attempt to commit a crime that is a felony. (In New Jersey, the term for a felony is “high misdemeanor”);
 - g. Violate a condition of probation or parole imposed under federal or state law.
23. Engaging in or threatening abusive or violent behavior towards DCA personnel.
24. Owing money to DCA or another Housing Agency in connection with HCV or public housing programs.
25. Breaching an agreement with DCA to pay amounts owed to DCA or amounts paid to an owner by DCA on the family’s behalf.
26. Failure to cooperate with DCA staff, DCA Regional Compliance Officers, and other State and Federal personnel that are assigned special case reviews.
27. For Family Self-Sufficiency (FSS) program participants, failure to comply, without good cause, with the family’s FSS contract of participation.

B. DCA DISCRETION

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, DCA has discretion to consider all of the circumstances in each case, including the seriousness of the action or failure to act, the situation or circumstances; the extent of participation or culpability of individual family members, the length of time since the

violation occurred, more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved.

DCA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure to act will not reside in the unit. DCA may permit the other members of a family to continue in the program.

C. ENFORCING FAMILY OBLIGATIONS

Lease Violations:

The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance:

1. If the landlord terminates tenancy through court action for serious or repeated violation of the lease.
2. If the landlord notifies the family that the lease is being terminated for serious and repeated violations and DCA determines that the cause is a serious and repeated violation of the lease based on available evidence (i.e., police reports, DCA inspection reports, or other third-party information).
3. If the family does not surrender the premises at the conclusion of the lease when the landlord properly informs the tenant the lease will not be renewed.

Notification of Eviction:

If the family moves to a new unit without notifying DCA of an eviction notice from the landlord, assistance in the new unit will be denied.

The family will not be allowed to move with continued rental assistance during the eviction process.

Approval of Changes in Family Composition:

DCA staff and landlord must approve proposed additions to the family composition. Proposed additions to the family composition will be denied to persons who are listed in DCA's Ineligible File.

D. PROCEDURES FOR TERMINATION OF ASSISTANCE

DCA must give the landlord and family written termination notice stating:

1. The reasons for the termination;
2. The effective date of the termination;

3. The family's right to request an informal hearing by submitting a written request within fifteen days; and
4. The family's responsibility to pay the full rent to the landlord if the family remains in occupancy.

E. PROCEDURES FOR NONCITIZENS

Termination Due to Ineligible Immigration Status:

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated after being offered an opportunity for an informal hearing.

Temporary Deferral of Termination of Assistance:

Households that do not qualify for continued assistance may request a temporary deferral of termination of assistance. Temporary deferral of termination of assistance is available to households receiving assistance on June 19, 1995 who have some or no members of the household with eligible immigration status. The purpose of the temporary deferral is to permit the household additional time for the transition to other affordable housing. "Other affordable housing" includes housing that is unassisted, not substandard and an appropriate size for the household as well as renting for an amount not exceeding the amount the household currently pays for rent and utilities by more than 25 percent. The maximum deferral period is six months; however, extensions may be granted for additional six-month periods for a total deferral period not exceeding three years. For deferrals granted after 11/29/96, additional deferrals may be made up to a total of 18 months.

At the beginning of each deferral period, the head of household will be sent a written notice informing him/her of the household's ineligibility for rental assistance. In addition, the Regional Office must offer the head of household information and referrals to assist him/her in finding other affordable housing.

At least seventy (70) days before the end of each deferral period, the Family Housing Counselor must determine the availability of affordable housing of appropriate size for the household. If the Family Housing Counselor determines that appropriate affordable housing is unavailable and the deferral period has not reached three years, the Family Housing Counselor may recommend that the head of household be granted an additional extension, not to exceed six months.

The Regional Housing Administrator will review the Family Housing Counselor recommendation and make a final determination on whether to grant an extension. The head of household will be notified in writing of the Regional Housing Administrator's decision at least sixty (60) days in advance of the scheduled expiration.

Participants who are receiving a temporary deferral and who have made a good faith effort to find affordable housing may opt to receive prorated assistance at the end of each deferral period. Prorated assistance cannot be denied unless the participant has not made a good faith effort during the deferral period to locate other affordable housing.

Procedure for Denial or Termination:

If the family (or any member) claimed eligible immigration status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with DCA either after the INS appeal or in lieu of the INS appeal.

After DCA has made a determination of eligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

LANDLORD CLAIMS

As part of HAP Contracts effective before October 16, 1995, landlords can make "special claims" for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed in the Voucher Program) after the tenant has vacated the unit. HAP Contracts effective on or after October 16, 1995 do not contain provisions for any special claims.

Landlord claims for payment for unpaid rent, damages, and vacancy loss, under the HCV Rental Assistance Program are reviewed for accuracy and completeness and compared with internal records on the unit such as initial and annual inspection reports and on-site move-out inspections. DCA checks family files to ascertain if the family gave proper notice of its intent to move, especially if vacancy loss is claimed.

Although DCA will make payments on behalf of the family, the head of household is ultimately responsible for any damages, unpaid rent, or vacancy loss paid to the landlord. The head of household may enter into and pay on a Promissory Note as long as s/he remains a program participant. Any participant who intends to transfer to another unit must be current on the Promissory Note or must have paid the debt in full. In addition, heads of households who are no longer program participants will be placed on DCA's Ineligible List and will be denied future rental assistance until the debt has been repaid in full.

A. UNPAID RENT

Unpaid rent is the family's portion of rent due and payable while the family is under the assisted lease. It does not include the family's obligation for rent beyond the termination date of the HAP Contract.

To file a claim for unpaid rent, the landlord must notify DCA in writing by the tenth of the month that the tenant has failed to pay his/her portion of the rent. In addition, the landlord must have attempted to collect the rent by submitting a written request for payment to the tenant. Eviction proceedings must be initiated no later than the thirtieth of the month and the eviction must be completed prior to filing the rent loss claim. Claims for unpaid rent must be submitted within thirty days of the contract termination date.

B. VACANCY LOSS

Vacancy loss may only be claimed in the Moderate Rehabilitation Program. Vacancy loss will only be paid if the tenant vacated the unit in violation of the lease agreement. To file a claim for vacancy loss, the landlord must:

1. Notify DCA in writing within two working days of his/her knowledge of the vacancy or
2. Take and continue to take all feasible actions to fill the vacancy, including, but not limited to:
 - a. Contacting applicants on the owner's waiting list, if any,
 - b. Requesting DCA and other appropriate sources to refer eligible applicants,
 - c. Advertising the availability of the unit; and
 - d. Not rejecting any eligible applicants except for good cause acceptable to DCA.

C. DAMAGES

The actual bills or estimates for the costs of any materials necessary to repair or replace an item must support all claims for damages. The landlord may not submit bills or estimates that s/he has prepared as documentation of his/her claim. If repairs are completed by the landlord, copies of third-party estimates prepared by a building trade person or contractor of labor costs must be included as well as actual receipts and/or invoices indicating material costs. The actual cost of the owner's staff or personnel (such as the Caretaker) to make repairs may be included; a copy of the completed work order is acceptable documentation of the labor costs.

Damages are defined as those items that exceed normal wear and tear. A proration schedule is used to calculate the damage due to normal wear and tear for appliances and floor covering. Reimbursement for damaged or missing appliances will be based on the following schedule:

<u>Age of Item</u>	<u>Compensation</u>
1-4 years	3/4 of Replacement Value of Comparable Item
5-9 years	1/2 of Replacement Value of Comparable Item
10-12 years	1/4 of Replacement Value of Comparable Item
Over 12 years	No compensation

Reimbursement for floor coverings will be based on the following schedule:

<u>Age of Item</u>	<u>Compensation</u>
1-2 years	3/4 of Replacement Value of Comparable Item
3-5 years	1/2 of Replacement Value of Comparable Item
6-7 years	1/4 of Replacement Value of Comparable Item
Over 7 years	No compensation

The age of an item will be ascertained at the initial inspection. Any items that have been replaced will be noted on future inspection reports. If the landlord does not have proof of when an item was purchased, the Family Housing Counselor will estimate the age.

Reimbursement for other damages will be based on reasonable cost estimates submitted by the landlord.

No unpaid utility bills can be approved, whether tenant or landlord bills.

D. MOVE OUT INSPECTIONS

Move-out inspections are completed after the family has vacated the unit. The landlord should submit an inspection request within two working days of his/her knowledge of the move-out in order to submit a claim. The landlord or the owner's representative will be encouraged to attend the move-out inspection and will be notified of the scheduled time and date. If the landlord or a representative is unable to attend the inspection, the landlord must provide the Family Housing Counselor with the completed Itemized Tenant Damage Statement.

The purpose of the move-out inspection is to substantiate the owner's damage claim; therefore, the inspection must be conducted before the landlord has made any repairs to the unit. The Family Housing Counselor will only inspect those items that the landlord has identified on the Itemized Tenant Damage Statement. For each item, the Family Housing Counselor will note the present condition and recommend full, partial, or no repayment as well as the justification for the recommendation. The Family Housing Counselor will refer to previous inspection reports (initial and annual) in making his or her recommendation.

Damage claims based on the following will be denied:

1. Damages that were listed on previous inspection reports or were previously billed to the tenant.
2. Damages due to normal wear and tear based on the age and use of the item, including:
 - a. minor scratches, dents, or nail holes;
 - b. routine carpet cleaning;
 - c. general painting;
 - d. cleaning of appliances (unless exceptionally dirty);
 - e. routine disposal of trash (except junk cars or other large items); and
 - f. replacement of toilet tissue holders, towel bars, shower rods, light bulbs, switch plates, outlet covers (unless there is clear evidence of tenant abuse).
3. Vandalism (unless there is proof that damage was caused by the tenant).
4. Exterior maintenance.
5. Pet damages (except pet urine and defecation stains on carpets).

DCA will analyze the claim to see whether the costs are reasonable, based on DCA proration schedule, receipts, and the judgment of the Family Housing Counselor.

E. PROCESSING CLAIMS

To ensure valid claim processing, DCA will conduct a thorough move-in inspection, noting items that "pass with comment", as well as any deficiencies. During the move-in inspection, the Family Housing Counselor will note the actual or estimated age of appliances and floor coverings.

When DCA receives a claim for unpaid rent, damages, or vacancy loss, it will be reviewed and the former tenant will be informed that such a claim is pending (notice sent to his/her last known address with instructions to forward). The notification will state the amount and type of claim made and advise the tenant of his/her right to dispute the claim by filing a written request for an informal hearing within fifteen calendar days.

If the claim is disputed, DCA will set up an informal hearing and inform both the family and the landlord of the date, time, and location of the hearing. Failure on the part of either the family or the landlord to attend the hearing will necessitate the Hearing Officer making a decision based on the evidence submitted and the inspection reports. The Hearing Officer's decision will be mailed to both the landlord and family.

Any amount owed by the family to the landlord for unpaid rent or damages will first be deducted from the security deposit (including any interest accrued under state or local law) that a landlord could have collected under the program rules. The balance will be calculated using HUD methodology.

Proof or verification that the landlord has attempted to collect any monies owed, directly from the tenant, must be submitted with the damage/vacancy loss claims. Landlords are to mail the request for payment to the tenant's last known address with a request for the Post Office to "Please Forward".

Costs of filing the dispossessory warrant and writ to remove the tenant from the premises when s/he has violated his/her lease may be included in the listing of damages for reimbursement.

All unpaid rent, damage, and vacancy loss claims must be submitted within thirty days from the contract termination date.

If the security deposit is insufficient to reimburse the landlord for the unpaid Tenant Rent or other amounts that the family owes under the lease, the landlord may request reimbursement from DCA up to the limits for each program. If there is no claim for unpaid rent and damage but the landlord claims vacancy loss, the security deposit that s/he collected or could have collected will not be deducted from the vacancy loss claim.

Once the payment is made to the landlord, DCA will inform the former tenant in writing of the payment and of the tenant's responsibility to reimburse DCA.

Current participants will be informed of the possible effect on transfer rights and future program participation if payment is not made within the time specified by DCA. Nonpayment of monies owed to DCA may result in termination from the HCV program and the possibility of being

denied participation in the HCV Subsidy Program in the future. Former participants will be informed that they will be ineligible for a HCV subsidy until the claim has been repaid in full; the names and Social Security numbers of such persons will be placed on DCA's Ineligible List.

Upon request, DCA will enter into a Promissory Note with current participants for repayment of the amount owed, rather than require total payment in a lump sum. Former program participants are not eligible to enter into Promissory Notes.

COMPLAINTS AND APPEALS

A. GENERAL POLICY

DCA promptly investigates complaints by families, owners, and general public. DCA may require that complaints other than HQS violations be put in writing to DCA. A complaint regarding the physical condition of the unit may be reported by phone to the Family Housing Counselor.

B. COMPLAINTS

Complaints from families, owners, and the general public about DCA staff performance will be addressed by the staff person's immediate supervisor.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

A "review" is for applicants, including families issued a Voucher who have requested lease approval but have not been authorized by DCA to sign the lease and DCA has not signed a HAP Contract with the landlord.

*Families must be notified in writing of their right to an informal review in some circumstances in which DCA makes a decision affecting their eligibility or assistance. Requests for a review must be made in writing within fifteen days of the date of the written notification of denial of eligibility or assistance. The Regional Housing Administrator of the Regional Office in which the decision was made will conduct the informal review.

DCA is not required to give a "review" for the following actions:

1. Discretionary administrative determinations by DCA.
2. General policy issues and class grievances.
3. The establishment of the DCA schedule of utility allowances.
4. A determination not to approve an extension of a voucher.
5. A determination not to approve a unit.
6. A determination that a unit selected is not in compliance with HQS.
7. A determination that the unit is not in accordance with HQS because of family size or composition.

The applicant will be advised that he/she may produce evidence or have a representative present it for him/her if a review is requested. If the applicant agrees, the review may be conducted by telephone. The Office Director will notify the applicant of his/her final decision after the informal review, including a brief statement of the reasons for the final decision.

D. INFORMAL HEARING PROCEDURES FOR PARTICIPANTS

Participants are entitled and must be informed of their right to an informal hearing in most circumstances in which DCA makes a decision affecting their continued eligibility or assistance. DCA is not required to give an informal hearing for the following actions:

1. To review discretionary administrative determinations by DCA.
2. To review general policy issues or class grievances.
3. To review the establishment of the DCA schedule of utility allowances for families in the program.
4. A determination not to approve an extension or suspension of a voucher term.
5. A determination not to approve a unit or lease.
6. A determination that an assisted unit is not in compliance with HQS.
7. A determination that the unit is not in accordance with HQS because of the family size.
8. A determination by DCA to exercise or not to exercise any rights or remedy against the owner under a HAP contract.

All requests for informal hearings must be made in writing within fifteen days of the notification letter. Participants who request a hearing will be notified in writing of the date, time, and place of the hearing. Copies of all documents (policies, regulations, procedures, forms, letters, etc.) that will be used as evidence in support of DCA's decision will be sent to the participant upon request. In return, the participant is required to submit copies of any documents s/he intends to use as evidence at the hearing no later than twenty-four (24) hours before the scheduled hearing. Evidence that is not submitted in advance cannot be used at the hearing. DCA will reimburse the participant \$0.25 for each page copied and submitted. DCA will request that the participant provide original documents (and not copies) of their evidence at the hearing.

The termination will be upheld if a participant fails to attend a hearing. If a participant is unable to attend a scheduled hearing, they must notify DCA 24 hours in advance and provide documentation of the emergency. In this instance, one final hearing will be scheduled.

The Hearing Officer will conduct the informal hearing. The Hearing Officer may be a Regional Compliance Officer from another jurisdiction in the state, a contract employee designated to conduct informal hearings, another DCA employee who did not generate the decision or supervised the person who generated the decision to terminate. The Hearing Officer must regulate the conduct of the hearing. Both DCA and the family must have the opportunity to present evidence and/or witnesses. The participant will be given the option of presenting oral or

written objections to the decision in question. The participant has a right to legal counsel or representative, at his/her own expense.

The Hearing Officer will make a determination on whether the rule or regulation was correctly or incorrectly applied based on the information submitted at the hearing. A notice of the Hearing Findings shall be provided in writing to DCA with a copy to the participant within fifteen business days and shall include a brief explanation of the reasons for the final decision.

DCA will review all hearing decisions to ensure the decision is not contrary to HUD regulations or to federal, state or local laws.

The hearing decision is final and cannot be appealed.

The written hearing request, supporting documentation, and the final decision will be retained in the family's file.

The evidence and audio recording of the informal hearing will be maintained by DCA for a period of thirty (30) days following the date the decision is issued.

Continuance of Assistance during the Hearing Process

If a participant family requests a hearing due to rental assistance being terminated, the family is entitled to continued assistance in the same unit unless the termination is for abuse that prevents the completion of a recertification or uncorrected tenant-caused violations of HQS. If a hearing is requested, the participant will be responsible for all the rent during the hearing process. If the hearing decision reinstates the participant, a new voucher will be issued, the unit will be inspected and a new HAP contract will be executed effective the date the unit passes inspection. DCA will not make the payment retroactive to the stop payment date.

- The following are examples that prevent the completion of the recertification process:
 - Missed appointments and staff can't complete inspections or recertification paperwork.
 - Failure to return applications
 - Uncorrected family HQS violations
 - Failure to provide information needed to complete recertification.
 - Family has vacated assisted unit due to eviction or unauthorized move

E. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS

Assistance to the family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to the receipt of the decision on the U.S. Citizenship and Immigration Services (USCIS) appeal. In addition, assistance to a family may not be terminated or denied while DCA informal hearing is pending. However, assistance to an applicant may be delayed pending DCA review.

USCIS Determination of Ineligibility

DCA must notify the family in writing within ten days, if the USCIS SAVE system and secondary verification do not verify a family member as an eligible immigrant. The notice will explain the family's right to appeal to the USCIS and/or request an informal hearing with DCA (either in lieu of or subsequent to the USCIS appeal).

If the family appeals to the USCIS, they must give DCA a copy of the appeal and proof of mailing. DCA may extend the time period to request an appeal for good cause. If the family fails to notify DCA of their appeal, DCA may proceed to deny or terminate assistance.

The request for a DCA informal hearing must be made within fourteen days of the receipt of the notice offering the hearing or, if an appeal was made to the USCIS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in Section C of this chapter. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members, DCA will:

1. Deny the applicant family;
2. Defer termination if the family is a participant and qualifies for deferral; or
3. Terminate the participant if the family does not qualify for a deferral.
4. If there are eligible members in the family, DCA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

1. 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 proper documentation, the family will be denied or terminated.
2. Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to termination.
3. Participants whose assistance is prorated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to an informal hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.
4. 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 termination for any other type of fraud.

A. GENERAL POLICY

DCA is committed to paying the correct level of benefits for participants and assuring that available housing resources reach only income-eligible families. This chapter outlines DCA's policies for the prevention, detection and investigation of fraud and abuse to ensure compliance with regulations and maintain program integrity.

B. PROGRAM ABUSE

Program abuse is misrepresentation or failure to report between certification periods a change in income or circumstances that result in gain for participant. Those guilty of abuse are subject to program termination. Applicants engaging in program abuse may be removed from the waiting list and denied assistance. In the case of assistance overpayments families are required to make restitution.

Examples of abuse are:

- Failure to report a change in household composition or income during the year in a timely manner, but reporting it on the application at recertification.
- Failure to maintain utilities for which the participant is responsible at all times.
 - Utilities must be connected in compliance with the utility company.
 - Utilities must be in the name of the head of household or other adult household member.
- Failure to return application in a timely manner
- Failure to return revision forms in a timely manner
- Unauthorized move
- Lease violations or eviction
 - Due to severe and/or repeated lease violations or family obligations, we may withdraw a participant's search voucher subject to a hearing decision.
 - If the landlord notifies the DCA of his intent to evict, the participant will not be allowed to move until the matter has been resolved.
- Failure to be present at scheduled appointments
- Failure to correct tenant-caused HQS violations

Each report of potential abuse will be documented by the Family Housing Counselor and reviewed by the Field Operations Manager (FOM). The file documentation and calculations in the file will be carefully reviewed to ensure there are no file errors. If the report does not match the information in the family file, staff will take appropriate action.

C. PROGRAM FRAUD

Program fraud is misrepresentation or failure to report a change in income or circumstances that result in gain for the applicant or participant. Applicants engaging in program fraud will be permanently ineligible for assistance. Participants engaging in program fraud will have their rental assistance terminated and will be subject to repayment obligations and other remedies.

Examples of fraud are:

- Unauthorized live-in
- Violent criminal activity (Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another, and the activity is being engaged in by any family member, which could include a live-in-aide or guest.)
- Drug related criminal activity (The illegal manufacture, sale, and distribution, use of possession with intent to manufacture, sell, distribute or use a controlled substance. Drug-related criminal activity means on or off the premises, not just on or near the premises.)
- Unreported income during any recertification period
- Repeated instances of unreported income (2nd instance of unreported income after a promissory note has been signed.)
- Subletting a unit
- Misrepresentation of information or falsification of documents
- Ownership interest in the unit
- Living in more than one unit
- Receiving more than one type of housing subsidy under any duplicative federal , state, or local housing assistance program
- Any member or guest of the household fleeing to avoid prosecution, custody, or confinement after conviction, for a crime or an attempt to commit a crime that is a felony
- Harboring fugitives
- Paying side payments or signing such an agreement with landlord.
- Other criminal activity includes criminal activity, which may threaten the health or safety of the owner, property management staff, PHA employee, residents of the premises, or persons residing in the immediate vicinity of the premises.
- Violate a condition of probation or parole imposed under federal or state law
 - Premises are defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
 - Covered person means tenant, any member of the tenant's household, a guest, or another person under the tenant's control.
 - Guest means a person temporarily staying in the unit with the consent of the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant
 - Household means the family and PHA approved live-in-aide.
 - Other person under a Tenant's Control for the purposes of the definition of covered person means that the person although not staying as a guest in the unit,

is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Each report of potential fraud will be reviewed and documented by the Compliance Officer. The Compliance Officer will carefully review documentation and calculations in the file and ensure there are not file errors that may later compromise the DCA's charge of fraud. If the report does not match the information in the family file, an investigation will be initiated.

If the Compliance Officer determines that fraud has occurred and has adequate documentation to support the allegation, the assistance will be terminated. DCA will consider that the participant is no longer eligible for assistance on the established date the fraud began and all monies paid on their behalf will be owed by the participant as of that date.

DCA will not terminate rental assistance because of disclosure on a recertification application of a record of felony conviction of any member of the household for illegal drug- or violent criminal activity if the conviction occurred prior to admission to the program. DCA will investigate to confirm the information and will document the family file.

DCA will terminate assistance if the conviction occurred after admission to the program.

False information entered on an application regarding those felony convictions is grounds for termination and permanent ineligibility regardless of when the conviction occurred.

Landlord Fraud

Examples:

- Accepting side payments or signing such an agreement with participant.
- Living in the subsidized unit
- Knowingly accepting assistance payments for a vacant unit.
- Attempting to bribe a DCA staff member
- Renting to an immediate family member as identified in 8g of the HAP Contract
- Misrepresentation of ownership or authority to execute a HAP Contract

If the owner was collecting side payments, DCA must notify the owner to immediately cease collecting these payments. The owner will be notified that collection of side payments is considered fraud against the HCV program and ground for termination of the HAP contract. DCA may, at its discretion, terminate the affected HAP contract involved in the side payment issue immediately.

If DCA determines that the owner has committed a very serious program violation or one of the offenses described above, the owner will be restricted from future program participation.

If the owner has been overpaid as a result of fraud, misrepresentation or violation of the HAP contract, DCA may terminate the contract and arrange for restitution to DCA as appropriate. Payments otherwise due to the owner may be debited to recoup overpayments. If future HAP

contract payment amounts are insufficient to reclaim the debt, DCA will make other arrangements for collection. DCA will also bar the owner from entering into new HAP contracts.

Referrals for Prosecution of Purposeful Misreporting

If DCA has reason to believe (preponderance of evidence) that the participant's or owner's abuse of the program was willful and intentional, it may refer the case to the HUD Special Agent in Charge (SAC) for investigation and possible criminal prosecution. DCA may also pursue prosecution under state or local law, with an information copy to the appropriate Regional Inspector General Investigator (RIGI). Prosecution criteria will be defined by the District Attorney in the district where the fraud occurred. Cases sent to the RIGI for investigation should contain, at a minimum, the following information:

- Name and address of subject(s);
- Synopsis of alleged abuse, violation, intentional misrepresentation of fraudulent activity, including the source of the information;
- Identity and address of known witnesses or persons having knowledge of the allegation(s);
- Known or suspected period during which alleged offense(s) occurred;
- Known or suspected monetary loss;
- Findings of DCA or any corrective or administrative actions or sanctions taken; and
- Indication whether the matter has been referred to or considered by local prosecution or law enforcement agencies.

If the Justice Department or appropriate local or state agency declines prosecution, DCA may pursue remedies through civil court.

DCA must obtain HUD approval before initiating litigation in which it is requesting assistance or participation.

D. PENALTIES

- Abuse
 - Participants terminated for program abuse will be ineligible for assistance for three years.
- Fraud
 - Participants terminated for program fraud will be permanently ineligible for program assistance.

- Participants reinstated through the informal hearing process may be subject to repayment obligations

Documents and other evidence obtained during the course of an investigation will be considered “work product” and will be kept in the participant family file or in a separate work file. Cases under review will not be discussed among staff unless they are involved or have information that can assist in the investigation.

PROMISSORY NOTES

A. GENERAL CONDITIONS

Current or former program participants who have a financial obligation to DCA are made aware of the amount of debt and asked to pay the entire amount of debt in full. Former program participants are ineligible to sign a Promissory Note. Only current program participants owing money for special claims or unreported income and who indicate they are unable to pay DCA immediately in a lump sum will be offered the opportunity to repay DCA over time through a Promissory Note.

When signing a Promissory Note the monthly amount can only be one of two amounts and will not be “renegotiated:”

- A minimum of \$30 per month for Promissory Notes totaling \$0-\$1000
- A minimum of \$60 per month for Promissory Notes totaling \$1000 and over

Current program participants will be informed of the consequences of failure to repay their Promissory Note.

Current program participants found guilty of a second abuse of unreported income will be ineligible to sign another Promissory Note and rental assistance will be terminated. If the participant’s rental assistance is terminated and repayment has not been made, the money will still be considered to be owed and DCA may take action to collect the amounts owed. Anyone found guilty of abuse will be barred from entering a waiting list for up to three (3) years.

Former program participants who do not repay their debt in full will be placed on DCA’s Ineligible List and will be ineligible to reapply for a period of three (3) years.

If they do apply after the three year suspension they will not be issued a voucher unless the debt is paid in full. Once the (families) family’s name reaches the top of the waiting list they will have a maximum of thirty (30) days to repay their debt in full or DCA will remove their name from the waiting list.

Promissory Notes terminate and the balance becomes due immediately when a participant is no longer eligible for the program or voluntarily leaves the program.

The Regional Compliance Officer investigates cases of suspected fraud or abuse and may determine that:

- 1) There is insufficient evidence to warrant a charge of fraud; therefore, no action will be taken.
- 2) A charge of fraud can be substantiated; therefore, termination procedures will immediately begin and/or legal action initiated.

- 3) A charge of program abuse can be substantiated; therefore, the participant is given thirty days to repay the debt in full or sign a Promissory Note.

Participants found to have committed program fraud or abuse will be notified in writing and will be offered an opportunity to request an informal hearing. Requests for a hearing must be submitted in writing to DCA within fifteen (15) days from the date of the notice.

Participants found guilty of fraud are ineligible to sign a promissory note and will be permanently ineligible for program assistance.

B. BREACH OF PROMISSORY NOTE

Participants are considered current if less than two months in arrears on their payments. In such cases, participants will continue to receive assistance and will be permitted to request a new voucher to move to another unit within DCA's jurisdiction.

Participants are considered in default on their promissory note if they have missed two consecutive payments. The participant will be provided notice that there has been a missed payment. The participant will be required to tender two months payment to avoid defaulting on the promissory note. If no payment has been received by the fifteenth day of the month following the first missed payment, the participant will be moved to delinquent status. The entire amount of the promissory note will then be accelerated and become due and owing. The participant will then be notified in writing that they are in arrears and provided a deadline to pay the entire balance on the promissory note to avoid termination of assistance. If the participant fails to tender the entire amount due on the promissory note within the timeframe provided in the notices, assistance will be terminated. The participant has the right to an informal hearing to challenge the termination of assistance. Requests for a hearing must be submitted in writing to DCA within fifteen (15) days from the date of the notice.

FAILURE TO SIGN PROMISSORY NOTE

Participants who refuse to sign a Promissory Note will be terminated from the program with an opportunity for an informal hearing to dispute the debt or explain the reason for refusing to sign the note. If there is not request for an informal hearing or if the participant refuses to sign a Promissory Note after a hearing determination that the debt valid, assistance will be terminated.

DEBTS LESS THAN \$25.00

If the family incurs a debt of \$25.00 or less for reasons other than utility allowance overpayment the full amount must be paid in one lump sum. Promissory Notes will not be accepted. The family will be requested to make full payment within 30 days or rental assistance will be terminated.

UTILITY ALLOWANCE OVERPAYMENT

If it is learned that a family received a utility allowance overpayment the family will be advised of the debt. DCA has the option of debiting future utility assistance payments or requesting a lump sum payment. Promissory Notes will not be offered for repayment of utility allowance overpayments regardless of the amount. If the payment is not made, the participants name will be placed on the Ineligible List and the family will not be allowed to move with continued assistance until the entire debt is paid in full.

MONITORING PROGRAM PERFORMANCE

The following reports are maintained and monitored on both the Regional and State level:

A. REGIONAL LEVEL REPORTS

1. Monthly reporting:

- Subsidies under contract
- Initial contracts
- CPP's
- Move-outs
- Waiting list(s)
- Subsidies issued
- Date last subsidy issued
- Date waiting list(s) was last opened
- Port-Ins/Port-outs
- Fraud and abuse activity
- Various maps of activities

2. Annual Reporting:

- Quality Control Inspections

B. STATE LEVEL REPORTS

- Lease-up rates
- Portability
- General Ledger
- Budget
- Inventory
- Personnel

C. ENTERPRISE INCOME VERIFICATION LEVEL REPORTS

- Deceased Tenants Report
- Identity Verification Report
- Immigration Report

- Income Discrepancy Report
- Multiple Subsidy Report
- New Hires Report
- Debts Owed/Adverse Termination Report

A. FAMILY SELF SUFFICIENCY

DCA's Family Self Sufficiency Program (FSS) relies on a collaborative effort with local private and public resources to provide housing choice voucher families who are unemployed or underemployed with opportunities for education, job training, counseling and other supportive services to obtain employment that will allow them to achieve independence and economic self sufficiency.

Participation in the program is voluntary. A family enters into a contract of participation and works with its FSS Coordinator to achieve certain agreed upon goals. The contract, which has a term of up to five years, with a possibility of a two year extension, outlines the rights and responsibilities of the family while participating in the FSS program and evaluates and addresses the family's individual needs. Each FSS participant develops a step-by-step Individual Training and Service Plan (ITSP) to help attain completion of goals identified in the contract.

A key feature of the FSS program is the establishment of an escrow account to hold funds on the family's behalf. The amount credited to the account is based on increases in the family's earned income during the term of the FSS contract. The FSS family is eligible to receive escrow funds when one of the following conditions is met:

1. The FSS family meets all goals, completes the FSS Contract, and is welfare free for a year; or
2. The FSS family TTP exceeds the applicable Payment Standard for the bedroom size that the FSS family is eligible, and the FSS family certifies it is currently welfare free.

The services and activities provided through the FSS program are the result of an ongoing partnership between DCA and statewide social service agencies. Coordination of services guarantees that the family is exposed to a full array of benefits without unnecessary duplication.

DCA's FSS Program operates in at least one county of each of DCA's regional jurisdictions and currently has more than 500 participants and a waiting list. Participating counties should have the resources available to ensure that the families have the transportation, educational facilities and other supportive services necessary for families to achieve economic self-sufficiency. A FSS coordinator is assigned to each regional office and works with enrolled families to identify specific support services needed by the family; the activities the family must perform and a reasonable timeframe for successful completion of the FSS contract.

B. HOUSING VOUCHER PROSPERITY PROGRAM

The Housing Voucher Prosperity Program helps current and recent TANF recipients receive rental assistance. The program was established through a Memorandum Of Understanding between DCA and the Department of Human Resources., The Division of Family Child Services (DFCS) office verified TANF eligibility and recommended participation in the program. Effective March 20, 2004 The Housing Voucher Prosperity Program was no longer offered to new applicants.

C. ENHANCED VOUCHER PROGRAM

Enhanced voucher funding is made available from HUD when an identified property is converted from project-based assistance to the HCV Program, generally with Section 236 or Section 221(d)(e) properties, and is triggered by one of the following events:

- Preservation Prepayment;
- Section 8 Opt-Outs;
- HUD Enforcement Action; or
- Property Disposition.

The following is expected to occur when a property is identified for conversion until the family is served under the HCV Program:

- Field HUD office advises DCA 120 days prior to the conversion event, including the unit information, attempts to obtain tenant income certifications from the owner, advises DCA whether the conversion action qualifies for enhanced or regular vouchers;
- DCA submits funding application to field HUD office;
- DCA reviews tenant income certifications to determine if information is acceptable;
- If funding application is approved, HUD sets budget authority and reserves tenant-based funds;
- DCA conducts income verification as necessary and issues vouchers as applicable;
- Family makes decision whether to stay or move from the conversion property;
- If the family stays, normal contract execution and inspection procedures are conducted; and,
- If the family moves, the family is issued a regular voucher.

By agreeing to administer the special admission tenants of this program, DCA does not relinquish its authority to screen potentially eligible families and may deny admission in accordance with the CFR and DCA policies.

In basic terms, the Enhanced Voucher differs from HCV in only four ways:

- The manner in which the family was selected, i.e., identified by HUD, in lieu of normal waiting list procedures;
- The Payment Standard for the family that stays in the conversion unit may receive a special payment standard;
- The family may qualify for a different voucher bedroom size if certain parameters are met on the availability of appropriately sized units; and,
- The family must continue to pay at least the amount of the rent they were paying on the eligibility event date (Minimum rent requirement for stayers).

D. VETERANS AFFAIRS SUPPORTIVE HOUSING

The 2008 Consolidated Appropriations Act (the Act) (Public Law 110-161) enacted December 26, 2007, provided \$75 million dollars of funding for the HUD-Veterans Affairs Supportive Housing (HUD-VASH) voucher program as authorized under section 8(o)(19) of the United States Housing Act of 1937. The HUD-VASH program combines HUD HCV rental assistance for homeless veterans with case management and clinical services provided by the Veterans Affairs at its medical centers and in the community.

Generally, the HUD-VASH HCV program will be administered in accordance with regular HCV program requirements. However, the Act allows HUD to waive or specify alternative requirements for any provision of any statute or regulation that HUD administers in connection with this program in order to effectively deliver and administer HUD-VASH voucher assistance.

E. THE STATE OF GEORGIA SETTLEMENT AGREEMENT HOUSING PROGRAM

DCA has established a waiting list preference for persons meeting the criteria under the Americans with Disabilities Act Settlement Agreement between the U. S. Department of Justice and the State of Georgia in order to assist the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) to carry out the housing remedy of the Settlement Agreement.

Consistent with the expansion of DBHDD funded community based services required by the Settlement Agreement, to qualify for this preference, an applicant must have written third party DBHDD verification that DBHDD will make continuous highly targeted and voluntary supportive services readily available to the applicant. The preference will cover persons specified in the Settlement Agreement. In particular, the preference extends to persons with developmental disabilities and persons with severe and persistent mental illness who are currently institutionalized or at risk of institutionalization. For people with mental illness, factors that indicate risk of institutionalization include people who are frequently readmitted to State hospitals, who are frequently seen in emergency rooms, who are chronically homeless, and/or who are being released from jails or prisons. The preference will also cover persons specified in the Settlement Agreement who are currently receiving temporary housing assistance through Georgia's Department of Behavioral Health and Developmental Disabilities (DBHDD) voucher program.

The waiting list will be populated through an application referral system from DBHDD to DCA.

DCA will accept referrals from DBHDD that meet all of the following criteria:

1. Persons identified as a member of the Settlement Class;
2. Applicant must have written third party DBHDD verification that DBHDD will make continuous highly targeted and voluntary supportive services readily available; and
3. Persons who agree to reside in supportive integrated housing.

Additionally, persons agreed to by DCA and DBHDD as being members of the Settlement Class who are currently receiving temporary housing assistance through DBHDD's state-funded voucher program are also eligible for the preference provided they meet conditions #2 and #3 outlined above.

This program will be in effect through July 1, 2015.

Beginning in 2012 through July 1, 2015, DCA will allocate one out of every two available HCVs through attrition to members of the Settlement Class annually as funding allows. The vouchers will be available for use in all of the 149 counties under DCA's jurisdiction.

An Applicant or participant of this program must meet these basic program eligibility criteria:

- Referred to DCA by DBHDD with written verification that DBHDD will make continuous highly targeted and voluntary supportive services readily available.
- The applicant's income must not exceed the applicable income limit.
- The applicant must furnish proof of citizenship or eligible immigration status.
- The applicant or family member must not be a registered sex offender.
- The applicant or family member must not have been convicted of manufacturing or producing methamphetamine.

Additionally, DCA will extend search time for participants of this program beyond the 120 days to ensure that persons are given adequate time to find suitable housing.

Please refer to the detailed Operational Plan for this program annexed as an Addendum to this Chapter.

F. THE MONEY FOLLOWS THE PERSON DEMONSTRATION PROGRAM

The Department of Community Health (DCH) is an awardee of a 2007 Money Follows the Person (MFP) grant from the Centers for Medicare and Medicaid Services. The Georgia MFP program supplements and expands upon other Georgia *Olmstead*-related initiatives and waiver programs that offer alternatives to institutional placement for individuals with disabilities. The program is designed to assist in the transition of 618 qualified elders, people with significant physical disabilities and acquired brain injury, and people with serious developmental disabilities from nursing facilities, hospitals and intermediate care facilities to "qualified community residences."

Federal requirements define a “qualified residence” as a home owned by participant individual or a family member; an apartment under a lease with its own entrance, and areas for living, sleeping, cooking and bathing over which the occupant has exclusive control; or a community-based residential setting with no more than four unrelated occupants.

Starting 2012 through 2015, DCA based on the availability of funding, will allot 25 vouchers for persons referred from DCH under the MFP Demonstration Program. The vouchers will be available for use in all of the 149 counties under DCA’s jurisdiction.

To ensure success for the family and compliance with DCA rules and regulations, DHC caseworkers or affiliated agency staff will accompany their clients to initial briefing appointments, and both parties will sign a statement to acknowledge understanding of their respective responsibilities. DCA may request caseworker presence at future appointments.

Service providers will be expected to offer appropriate client support on a continuing basis.

The eligibility criteria set forth in DCA’s Administrative Plan generally apply to participants in this program. DCA can terminate assistance for failure to comply with program obligations. Likewise, DHC can recommend termination of rental assistance because of the family’s failure to meet its requirements.

THE STATE OF GEORGIA SETTLEMENT AGREEMENT HOUSING PROGRAM

OPERATIONAL PLAN

The State of Georgia is a party to a lawsuit brought by the U. S. Department of Justice (DOJ), namely, *United States v. Georgia* under Title II of the Americans with Disabilities Act, Section 504 of the 1973 Rehabilitation Act and the decision of the Supreme Court in *Olmstead v. L.C.* The lawsuit resulted in a Settlement Agreement with the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD). Consistent with the expansion of DBHDD funded community based services required by the Settlement Agreement, to qualify for this preference, an applicant must have written third party DBHDD verification that DBHDD will make continuous highly targeted and voluntary supportive services readily available to the applicant. The preference will cover persons specified in the Settlement Agreement. In particular, the preference extends to persons with developmental disabilities and persons with severe and persistent mental illness who are currently institutionalized or at risk of institutionalization. For people with mental illness, factors that indicate risk of institutionalization include people who are frequently readmitted to State hospitals, who are frequently seen in emergency rooms, who are chronically homeless, and/or who are being released from jails or prisons. The preference will also cover persons specified in the Settlement Agreement who are currently receiving temporary housing assistance through Georgia's Department of Behavioral Health and Developmental Disabilities (DBHDD) voucher program.

The U.S. Department of Housing and Urban Development (HUD) recognized the necessity of offering tenant selection preferences within certain programs for specific populations in order to facilitate greater access to affordable housing for persons living with disabilities who are transitioning into community-based settings. On February 15, 2012 HUD issued guidance to DCA that allowed for the implementation of remedial measures in response to the State's Settlement Agreement. HUD authorized DCA and other public housing agencies in Georgia to utilize a tenant selection preference in the Housing Choice Voucher (HCV) program to carry out the housing remedy of the Settlement Agreement for persons who currently reside in institutions, are at risk of being institutionalized or are chronically homeless due to their disabilities.

DCA has established a waiting list preference for persons meeting the criteria under the Department of Justice Settlement Agreement with the State of Georgia.

The waiting list will be populated through an application referral system from DBHDD to DCA.

DCA will accept referrals from DBHDD that meet all of the following criteria:

4. Persons identified as a member of the Settlement Class;
5. Applicant must have written third party DBHDD verification that DBHDD will make continuous highly targeted and voluntary supportive services readily available; and

6. Persons who agree to reside in supportive integrated housing.

Additionally, persons agreed to by DCA and DBHDD as being members of the Settlement Class who are currently receiving temporary housing assistance through DBHDD's state-funded voucher program are also eligible for the preference provided they meet conditions #2 and #3 outlined above.

DBHDD will only send referrals for HCVs to DCA for persons covered under the Settlement Agreement. DCA will maintain a record of each referral from DBHDD. Upon receipt of the referrals from DBHDD, DCA will send applications to Settlement class member's case managers identified by DBHDD. The case managers will assist with the completion of the applications for participants of this program. The completed applications will be returned to DCA with proof of income.

Once DCA is in receipt of a completed application, it will be date stamped. DCA will use the date-stamped applications to determine the order of selection from the waiting list for each county.

This program will be in effect through July 1, 2015.

Beginning in 2012 through July 1, 2015, DCA will allocate one out of every two HCVs that become available through attrition to members of the Settlement Class. The vouchers will be available for use in all of the 149 counties under DCA's jurisdiction.

An Applicant or participant of this program must meet these basic program eligibility criteria:

- Referred to DCA by DBHDD with written verification that DBHDD will make continuous highly targeted and voluntary supportive services readily available.
- The applicant's income must not exceed the applicable income limit.
- The applicant must furnish proof of citizenship or eligible immigration status.
- The applicant or family member must not be a registered sex offender.
- The applicant or family member must not have been convicted of manufacturing or producing methamphetamine.

Additionally, DCA will extend search time for participants of this program beyond the 120 days to ensure that persons are given adequate time to find suitable housing.

DCA will check eligibility requirements. Applicants meeting the program's eligibility will be coded as an "immediate handling." A voucher will automatically be issued based on availability of funding. Where funding is not readily available to issue vouchers, the applicants will be placed at the top of DCA's waiting list for the counties of their choice.

DCA will approve the following supportive integrated housing types that otherwise meet HUD requirements:

- Special housing types including group homes and shared living arrangements with no more than four persons with disabilities;

- Scattered-Site Housing units (including single room occupancy dwellings) that meet all HCV and the Settlement Agreement criteria.

DBHDD's case managers and/or service providers specifically designated by DBHDD will coordinate with DCA and assist applicants and participants with the search for accessible units. DBHDD will also provide support; and have case managers present during the initial and annual inspection of units, as well as during the execution of the contracts on approved units. Service providers will be expected to offer appropriate client support on a continuing basis.

HOMEOWNERSHIP

A. GENERAL INFORMATION

DCA administers a homeownership program which enables certain rental assistance program participants to purchase a home in DCA's jurisdiction using the Housing Assistance Payment (HAP) as income for the purpose of qualifying for a mortgage loan.

Several elements of the homeownership option differ from those of the rental assistance program. This chapter describes eligibility criteria, program requirements, family obligations, sales contract and financing requirements, and continuing eligibility.

B. ELIGIBLE APPLICANTS

1. A homeownership candidate must meet certain eligibility requirements:

- All interested HCV participants unless elderly or disabled, must be enrolled in the FSS program for at least 1 year (or longer if determined by FSS Coordinator), prior to purchasing a home.
- The head of household's and/or spouse's combined annual income must be at least \$25,000 (welfare assistance not included). The minimum income for a family where the head of household or spouse is disabled is the federal Supplemental Security Income monthly amount for one person living alone multiplied by twelve (12).
- Homeownership opportunities will be limited to our current FSS Counties:
 - Carroll
 - Clarke
 - Coffee
 - Dougherty
 - Douglas
 - Houston
 - Lee
 - Lowndes
 - Newton
 - Peach
 - Pierce
 - Rockdale
 - Ware
- Must have at least one year prior continuous work history (waived for disabled and elderly families).
- To qualify as a disabled family, the head of household or spouse must be person with a disability.
- Must be a first-time homebuyer as defined by HUD.
- Must be in good standing with no current promissory note or an open fraud inquiry.

2. The seller cannot be debarred, suspended, or be subject to a limited denial of participation in HUD housing programs.

C. PROGRAM REQUIREMENTS

1. Homeowner Obligations

A family participating in the DCA homeownership voucher program must follow the rules listed below in order to receive homeownership assistance. Any information the family supplies must be true and complete. Each family member (plus any PHA-approved live-in aide for rules associated with criminal activity or alcohol abuse) must:

- (a) Disclose and verify social security numbers and employer identification numbers, sign and submit consent forms for obtaining information (including criminal conviction records of adult household members), and supply any other information that DCA or HUD determines to be necessary (including evidence of citizenship or eligible immigration status, information for use in determining eligibility to receive homeownership assistance, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition).
- (b) Submit any DCA-required reports on the family's progress in finding and purchasing a home.
- (c) Attend and satisfactorily complete any DCA-required homeownership and housing counseling.
- (d) Select and pay for pre-purchase inspection by an independent professional inspector. The inspection must be conducted in accordance with DCA requirements.
- (e) Enter into a contract of sale with the seller of the unit and promptly provide a copy of the contract of sale to DCA. The provisions of the contract of sale must comply with DCA requirements.
- (f) Obtain and maintain flood insurance for homes in special flood hazard areas.
- (g) Comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
- (h) Promptly notify DCA in writing when (1) the family is away from the home for an extended period of time in accordance with DCA policies, and (2) before the family moves out of the home. Supply any information or certification requested by DCA to verify that the family is living in the home or information related to family absence from the home.
- (i) Only use the assisted home for residence by the DCA-approved family members, live-in aide or foster child. No other person may reside in the home. The home must be the family's only residence and no family member may have any ownership interest in any other residential property. Any legal profit making activities in the home must be incidental to the primary use of the home as a residence. The family must not lease any portion of the home or grounds.
- (j) Promptly notify DCA in writing of the birth, adoption, or court-awarded custody of a child, and request DCA written approval to add any other family member as

an occupant of the home. Promptly notify DCA in writing if any family member no longer lives in the home.

- (k) Supply any information as required by DCA or HUD concerning: (1) any mortgage or other debt incurred to purchase the home, any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt; (2) any sale or other transfer of any interest in the home; or (3) the family's homeownership expenses.
- (l) Promptly notify DCA in writing if the family defaults on a mortgage securing any debt incurred to purchase the home.
- (m) Not commit fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program. Not engage in drug-related criminal activity or violent criminal activity. Not engage in other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Not engage in or threaten abusive or violent behavior toward DCA staff. Not engage in other criminal activity which may threaten the health or safety or personnel performing a contract administration function or responsibility on behalf of DCA (including DCA staff and DCA contractor/subcontractor/agent staff).
- (n) Not lease, let, transfer or convey the home except to grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
- (o) Not receive homeownership voucher program assistance while receiving another housing subsidy for the same home or a different unit under any duplicative Federal, State, or local housing assistance program.
- (p) Comply with any additional DCA requirements for family search and purchase of a home and continuation of homeownership assistance for the family. DCA must attach to this document a list of any such requirements.

Termination of assistance. Homeownership assistance may only be paid while the family is residing in the home. DCA may deny or terminate homeownership assistance for any of the reasons listed below:

- (q) The family violated or has violated any family obligation under section 1.
- (r) Any member of the family has been evicted from federally assisted housing in the last five years, or any household member has been evicted from federally assisted housing for drug-related criminal activity in the last three years.
- (s) A Public Housing Authority (PHA) has ever terminated assistance under the certificate or voucher program for any member of the family.
- (t) The family currently owes any money to DCA or another PHA in connection with Section 8 or public housing assistance. The family has not reimbursed any PHA for amounts paid to an owner under a housing assistance payments contract for rent, damages to the unit, or other amounts owed by the family. The family

breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.

- (u) Any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- (v) Any household member who has ever been convicted for manufacture or production of methamphetamine on the premises of federally assisted housing.
- (w) The family fails to comply, without good cause, with any family self-sufficiency program contract of participation.
- (x) The family fails, willfully and persistently, to fulfill any welfare-to-work program obligations.
- (y) The family has been dispossessed from the home pursuant to a judgment order of foreclosure on any mortgage securing debt incurred to purchase the home (or any refinancing of such debt)
- (z) DCA determines that homeownership assistance has been provided for the maximum term permitted under the homeownership voucher program, or it has been 180 calendar days since the last homeownership assistance payment on behalf of the family.
- (aa) DCA determines there is insufficient funding to provide continued homeownership assistance.

2. Continuous Employment Obligation/Hardship Exemption

The head of household, the spouse, or other adult listed on the mortgage document must remain continuously employed full-time.

For this purpose full-time is defined as working an average of at least 30 hours per week with no gap in employment lasting more than four weeks. Part-time employment of multiple persons totaling at least 30 hours per week does not constitute full-time employment.

The employment obligation does not apply to disabled families or elderly families.

If a disabled family or elderly family ceases to qualify as such, the employment requirement will be in effect.

DCA will consider situations where certain lapses in employment prohibit the family from meeting the continuous employment obligation. These include receipt of state unemployment insurance benefits due to lay-off; absences that qualify under the Family Medical Leave Act; or receipt of workers compensation benefits.

A participant will be exempt from the employment requirement during that time but must return to work within 30 days after the period ends.

A participant who fails to meet this obligation is subject to termination of assistance.

The Office Director and Office Director may consider other mitigating circumstances on a case-by-case basis.

3. Unit Eligibility

The dwelling unit must satisfy the following requirements:

- The unit either was under construction or was already existing when the family was determined to be eligible for homeownership assistance
- The home is either a one-unit dwelling or a single unit in a cooperative or condominium
- The unit satisfies DCA housing quality standards (HQS)
- DCA can deny seller participation based on the same reasons as in the HCV rental assistance program

4. Payment Standard

The applicable payment standard used at commencement of homeownership assistance is determined by the same method employed in the rental assistance program.

In the homeownership program the payment standard may not decrease after commencement of homeownership assistance regardless of changes in family composition.

D. UNIT INSPECTION

1. Homeownership assistance will not commence until DCA staff conducts an inspection and the unit passes HQS.
2. Realtors will provide to FSS Coordinators inspection request forms and sales contracts prior to execution, and will provide to FSS Coordinators and lenders independent inspection reports in a timely manner as required by program guidelines.
3. The family is required to select and pay for an independent inspector to inspect the unit. The inspection must cover major building systems and components including foundation and structure, interior and exterior, roofing, plumbing, electrical, and HVAC systems. The inspector must be qualified to report on property conditions including major building systems and components. Copies of the inspection report must be submitted to the family, the realtor, and to DCA.
4. DCA may disapprove the unit for assistance because of information contained in the inspection report even if the unit otherwise complies with HUD HQS requirements.

E. SALES CONTRACT

The family must submit an unsigned sales contract to DCA for review prior to commencement of assistance. The sales contract must contain the following provisions:

- The price and other terms of sale

- The mortgage will be a Georgia Dream loan
- The purchaser will arrange for a pre-purchase inspection of the unit by a qualified independent inspector certified by a selected and paid by the purchaser
- The purchaser is not obligated unless the inspection is satisfactory to the purchaser
- The seller is obligated to pay for any necessary repairs identified in the independent inspector's report and in the DCA inspector's report
- A certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation in any HUD program

F. AFFORDABILITY CAP

At commencement of homeownership assistance the family share of the monthly mortgage payment cannot exceed 50% of the family's adjusted monthly income.

G. FINANCING

1. The purchaser will secure financing through a DCA-approved lender. Prior to contacting a realtor and searching for a home the purchaser will seek credit pre-approval from the lender. The lender will qualify the borrower in accordance with FHA guidelines and pre-approve the family, taking into consideration the monthly HAP assistance as income.
2. The terms and conditions for financing of the loan will be in accordance with the Homebuyer and Georgia Dream program guidelines, and will include the following provisions:
 - The loan will be uninsured but will follow FHA underwriting guidelines
 - The family will be required to make a 1% down-payment of the purchase price from their own resources, which may include gift or grant funds
 - The first mortgage will be a DCA Georgia Dream loan which is a 30-year fixed rate
 - Down payment assistance will be a Georgia Dream second mortgage in conjunction with the Georgia Dream first mortgage.
3. Lenders will provide to FSS Coordinators copies of approval letters, good faith estimates, loan applications, appraisals, lending disclosures and settlement documents in a timely manner as required by program guidelines.

H. FAMILY OBLIGATIONS FOR CONTINUED ASSISTANCE

The family must comply with the HUD Statement of Homeowner Obligations referenced above, and all non-lease related items listed on the DCA Grounds for Denial or Termination of Assistance.

I. TERM OF ASSISTANCE

The maximum term of homeownership assistance for families where the head of household or spouse is disabled is 30 years.

The maximum term of homeownership assistance for other families is 15 years.

If a family qualifying for 30-year assistance ceases to qualify as disabled, the maximum term becomes 15 years from the date homeownership assistance commenced. However, the family must be provided at least 6 months assistance after the date such change takes effect.

The maximum term of homeownership assistance applies to any member of the household who has an ownership interest in the property during any time homeownership assistance payments are made.

J. HOUSING CHOICE VOUCHER – HOMEOWNERSHIP TEN YEAR ASSET EXCLUSION

The equity of a home purchased under the Housing Choice Voucher homeownership option is exempt from being counted as an asset for the first ten years after the closing date. The equity will be counted as an asset starting in the eleventh year after the closing date.

PROJECT BASED VOUCHER PROGRAM

I. PURPOSE

This chapter describes HUD regulations and PHA policies related to the project-based voucher (PBV) program in nine parts:

Part A: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part B: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors the PHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

Part C: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part D: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

Part E: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at the PHA's discretion.

Part F: Selection of PBV Program Participants. This part describes the requirements and policies governing how the PHA and the owner will select a family to receive PBV assistance.

Part G: Occupancy. This part discusses occupancy requirements related to the lease, and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in any project) are also discussed.

Part H: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.

Part I: Payments to Owner. This part describes the types of payments owners may receive under this program.

A. GENERAL REQUIREMENTS

OVERVIEW [24 CFR 983.5]

The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its voucher program budget authority and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. PHAs may only operate a PBV program if doing so is consistent with the PHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

DCA Policy

DCA will operate a project-based voucher program using up to 20 percent of its budget authority for project-based assistance.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, the PHA is not required to reduce the number of these units if the amount of budget authority is subsequently reduced. However, the PHA is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC [24 CFR 983.6].

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

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

DCA Policy

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

RELOCATION REQUIREMENTS [24 CFR 983.7]

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

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. PHAs may not use voucher program funds to cover relocation costs, except that PHAs may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances. The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of the PHA to ensure the owner complies with these requirements.

EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

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

B. PBV OWNER PROPOSALS

OVERVIEW

The PHA must describe the procedures for owner submission of PBV proposals and for PHA selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, the PHA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56, FR Notice 11/24/08], and meets the site selection standards [24 CFR 983.57]. The PHA may not commit PBVs until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 [Notice PIH 2011-54].

OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51(b)]

The PHA must select PBV proposals in accordance with the selection procedures in the PHA administrative plan. The PHA must select PBV proposals by either of the following two methods.

PHA request for PBV Proposals. The PHA may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to the PHA request. The PHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

The PHA may select proposal that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive

services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance.

DCA Policy

DCA will award PBV vouchers from proposals selected based on a previous competition under a Federal, State, or Local Housing Assistance Program.

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

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

DCA Policy

DCA is currently selecting proposals under the competitive process. This section applies to PHA's that use the RFP selection process and therefore does not apply.

PHA-owned Units [24 CFR 983.51(e) and 983.59]

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

In the case of PHA-owned units, the initial contract rent must be approved by an independent entity based on an appraisal by a licensed, state-certified appraiser. In addition, housing quality standards inspections must be conducted by an independent entity.

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

DCA Policy

This section is not applicable. DCA's portfolio does not include PHA owned units.

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

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

The PHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

DCA Policy

Within 15 business days of DCA making the selection, DCA will notify the selected owner in writing of the owner's selection for the PBV program.

In addition, DCA will publish its award of selection of PBV proposals for a minimum of two consecutive days on DCA's web-site. The announcement will include the name of the owner that was selected for the PBV program.

HOUSING TYPE [24 CFR 983.52]

The PHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of PHA selection, the units substantially comply with HQS. Units for which new construction or rehabilitation was started in accordance with PBV program requirements do not qualify as existing housing.

The PHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. The PHA choice of housing type must be reflected in its solicitation for proposals.

PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS

Ineligible Housing Types [24 CFR 983.53]

The PHA may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, the PHA may not attach or pay PBV assistance for a unit occupied by an owner and the PHA may not select or

enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program.

Subsidized Housing [24 CFR 983.54]

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

A public housing unit;

A unit subsidized with any other form of Section 8 assistance;

A unit subsidized with any governmental rent subsidy;

A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;

A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);

A Section 202 project for non-elderly with disabilities;

Section 811 project-based supportive housing for persons with disabilities;

Section 202 supportive housing for the elderly;

A Section 101 rent supplement project;

A unit subsidized with any form of tenant-based rental assistance;

A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the PHA in accordance with HUD requirements.

SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55, FR Notice 11/24/08, and FR Notice 7/9/10]

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

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

The PHA must submit the necessary documentation to HUD for a subsidy layering review. Except in cases of HAP contracts for existing structures, or if such reviews have been conducted by the applicable state and local agencies (defined by HUD as qualified housing credit agencies, or HCAs), the PHA may not enter into an agreement to enter into a HAP contract or a HAP contract until HUD, or an independent entity approved by HUD, has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements. However, in order to satisfy applicable requirements, HCAs must

conduct subsidy layering reviews in compliance with the guidelines set forth in the *Federal Register* notice published July 9, 2010.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

DCA Policy

Subsidy Layering Reviews, as authorized by HUD, will be conducted by DCA in its role as Georgia's HCA, in compliance with the guidelines set forth in the *Federal Register* notice published July 9, 2010.

CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

25 Percent per Project Cap [24 CFR 983.56(a), FR Notice 11/24/08]

In general, the PHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the project.

Exceptions to 25 Percent per Project Cap [24 CFR 983.56(b), FR Notice 11/24/08]

Exceptions are allowed and PBV units are not counted against the 25 percent per project cap if:

The units are in a single-family building (one to four units);

The units are excepted units in a multifamily building because they are specifically made available for elderly or disabled families or families receiving supportive services (also known as qualifying families).

PHAs must include in the PHA administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. It is not necessary that the services be provided at or by the project, if they are approved services. To qualify, a family must have at least one member receiving at least one qualifying supportive service. A PHA may not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered.

If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in the PHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

The PHA must monitor the excepted family's continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. The PHA administrative plan must state the form and frequency of such monitoring.

DCA Policy

DCA will develop housing for occupancy by families in need of services. This may include disabled families, families in need of particular supportive services, or families participating in the Family Self-Sufficiency (FSS) program. The families must receive the services, or successfully complete the service program, to be eligible for continued occupancy. Families that do not continue to receive the services or complete the required service program will be terminated in accordance with DCA policies. Verification of the need for continued services and monitoring will be completed annually.

The following types of services will be provided depending on the needs of the family:

Transportation for activities such as grocery shopping, attending medical and dental appointments;

Supervised taking of medications;

Treatment for drug rehabilitation in the case of current abusers;

Treatment for alcohol addiction in the case of current abusers;

Training in housekeeping and homemaking activities;

Family budgeting;

Child care;

Parenting skills; and

Computer labs; and

Work skills development and job training.

Promoting Partially-Assisted Buildings [24 CFR 983.56 (c)]

A PHA may establish local requirements designed to promote PBV assistance in partially assisted buildings. A *partially assisted building* is a building in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

A PHA may establish a per-building cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily building containing excepted units or in a

single-family building. A PHA may also determine not to provide PBV assistance for excepted units, or the PHA may establish a per-building cap of less than 25 percent.

SITE SELECTION STANDARDS

Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]

The PHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into a HAP contract or HAP contract for units on the site, unless the PHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the PHA Plan under 24 CFR 903 and the PHA administrative plan.

In addition, prior to selecting a proposal, the PHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(l).

DCA Policy

It is DCA goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. However, DCA will grant exceptions to the 20 percent standard where DCA determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

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 and HOPE VI redevelopment;

A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;

A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;

A census tract where there has been an overall decline in the poverty rate within the past five years; or

A census tract where there are meaningful opportunities for educational and economic advancement.

Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]

The PHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;

Have adequate utilities and streets available to service the site;

Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;

Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and

Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;

The site must have adequate utilities and streets available to service the site;

The site must not be located in an area of minority concentration unless the PHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;

The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;

The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;

The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and

Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

ENVIRONMENTAL REVIEW [24 CFR 983.58]

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

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

The PHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

The PHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The PHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review

C. DWELLING UNITS

OVERVIEW

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Lead-based Paint [24 CFR 983.101(c)]

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.

HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The PHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

INSPECTING UNITS

Pre-selection Inspection [24 CFR 983.103(a)]

The PHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, the PHA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, the PHA may not execute the HAP contract until the units fully comply with HQS.

Pre-HAP Contract Inspections [24 CFR 983.103(b)]

The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with HQS.

Turnover Inspections [24 CFR 983.103(c)]

Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

Annual Inspections [24 CFR 983.103(d)]

At least annually during the term of the HAP contract, the PHA must 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 HQS. Turnover inspections are not counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fails the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

DCA Policy

DCA will inspect 100% of the assisted units in a PBV property.

Other Inspections [24 CFR 983.103(e)]

The PHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information coming to its attention in scheduling inspections.

The PHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting PHA supervisory quality control HQS inspections, the PHA should include a representative sample of both tenant-based and project-based units.

Inspecting PHA-owned Units [24 CFR 983.103(f)]

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

D. REHABILITATED AND NEWLY CONSTRUCTED UNITS

OVERVIEW [24 CFR 983.151]

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.

Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.

AGREEMENT TO ENTER INTO HAP CONTRACT

In order to offer PBV assistance in rehabilitated or newly constructed units, the PHA must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(a)].

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the PHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(b)].

Content of the Agreement [24 CFR 983.152(c)]

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

Site and the location of the contract units;

Number of contract units by area (size) and number of bedrooms and bathrooms;

Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;

Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;

An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;

Estimated initial rents to owner for the contract units;

Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by the PHA, specifications and plans. For new construction units, the description must include the working drawings and specifications.

Any additional requirements for quality, architecture, or design over and above HQS.

Execution of the Agreement [24 CFR 983.153, FR Notice 11/24/08]

The Agreement must be executed promptly after PHA notice of proposal selection to the selected owner. Generally, the PHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the PHA may not enter into the Agreement until the environmental review is completed and the PHA has received environmental approval. However, the PHA does not need to conduct a subsidy layering review in the case of a HAP contract for an existing structure or if the applicable state or local agency has conducted such a review. Similarly, environmental reviews are not required for existing structures unless otherwise required by law or regulation.

DCA Policy

DCA will enter into the Agreement with the owner within 15 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

CONDUCT OF DEVELOPMENT WORK

Labor Standards [24 CFR 983.154(b)]

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The PHA must monitor compliance with labor standards.

Equal Opportunity [24 CFR 983.154(c)]

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

Owner Disclosure [24 CFR 983.154(d) and (e)]

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

COMPLETION OF HOUSING

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Evidence of Completion [24 CFR 983.155(b)]

At a minimum, the owner must submit the following evidence of completion to the PHA in the form and manner required by the PHA:

Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and

Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At the PHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

DCA Policy

DCA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. DCA will specify any additional documentation requirements in the Agreement to enter into HAP contract.

PHA Acceptance of Completed Units [24 CFR 983.156]

Upon notice from the owner that the housing is completed, the PHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. The PHA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, the PHA must not enter into the HAP contract.

If the PHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

E. HOUSING ASSISTANCE PAYMENTS CONTRACT

OVERVIEW

The PHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The HAP contract must be in the form required by HUD [24 CFR 983.202].

HAP CONTRACT REQUIREMENTS

Contract Information [24 CFR 983.203]

The HAP contract must specify the following information:

The total number of contract units by number of bedrooms;

The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;

The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;

Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;

Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;

Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;

The HAP contract term;

The number of units in any project that will exceed the 25 percent per project cap, which will be set-aside for occupancy by qualifying families; and

The initial rent to owner for the first 12 months of the HAP contract term.

Execution of the HAP Contract [24 CFR 983.204]

The PHA may not enter into a HAP contract until each contract unit has been inspected and the PHA has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after the PHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after the PHA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

DCA Policy

For existing housing, the HAP contract will be executed within 15 business days of the PHA determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 15 business days of DCA determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

Term of HAP Contract [FR Notice 11/24/08 pg 71307]

The PHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 15 years.

DCA Policy

The term of all PBV HAP contracts will be 15 years.

At any time before expiration of the HAP contract, the PHA may extend the term of the contract for an additional term of up to 15 years if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families or to expand housing

opportunities. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

DCA Policy

When determining whether or not to extend an expiring PBV contract, the PHA 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; and

Whether the funding could be used more appropriately for tenant-based assistance.

Termination by PHA [24 CFR 983.205(c)]

The HAP contract must provide that the term of the PHA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the PHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

Termination by Owner [24 CFR 983.205(d), FR Notice 11/24/08]

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to the PHA. In this case, families living in the contract units must be offered tenant-based assistance.

At their discretion PHAs may specify in the HAP contract that the maximum rent on a unit will not be less than the initial rent.

DCA Policy

DCA will not specify in the HAP Contract that the maximum rent on a unit will not be less than the initial rent.

Remedies for HQS Violations [24 CFR 983.207(b)]

The PHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If the PHA determines that a contract does not comply with HQS, the PHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

DCA Policy

DCA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program.

AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units [24 CFR 983.206(a)]

At the PHA's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Before any such substitution can take place, the PHA must inspect the proposed unit and determine the reasonable rent for the unit.

Addition of Contract Units [24 CFR 983.206(b)]

At the PHA's discretion and subject to the restrictions on the number of dwelling units that can receive PBV assistance per building and on the overall size of the PHA's PBV program, a HAP contract may be amended during the three-year period following the execution date of the HAP contract to add additional PBV units in the same building. This type of amendment is subject to all PBV program requirements except that a new PBV proposal is not required.

DCA Policy

DCA will consider adding contract units to the HAP contract when the PHA 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.

Additional housing units have become available within the development.

HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.206(c) and 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

OWNER RESPONSIBILITIES UNDER THE HAP [24 CFR 983.209]

When the owner executes the HAP contract s/he certifies that at such execution and at all times during the term of the HAP contract:

All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;

The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;

Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements;

To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;

The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;

The amount of the HAP the owner is receiving is correct under the HAP contract;

The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;

Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit; and

The family does not own or have any interest in the contract unit.

ADDITIONAL HAP REQUIREMENTS

Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.207(a)]

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the PHA and in the lease with each assisted family. In addition, maintenance, replacement and

re-decoration must be in accordance with the standard practice for the building as established by the owner.

The PHA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

DCA Policy

DCA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. DCA will specify any special design standards or additional standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

Vacancy Payments [24 CFR 983.352(b)]

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by the PHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).

DCA Policy

DCA will not allow vacancy payments to the owner.

F. SELECTION OF PBV PROGRAM PARTICIPANTS

OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

The PHA may select families for the PBV program from those who are participants in the PHA's tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the PHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the PHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. An applicant family must also meet HUD requirements related to current or past criminal activity.

DCA Policy

DCA will determine an applicant family's eligibility for the PBV program in accordance with the policies in Chapter 3.

In-Place Families [24 CFR 983.251(b)]

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by the PHA is considered an "in-place family." These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on the PHA's waiting list. Once the family's continued eligibility is determined (the PHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and the PHA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

The PHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and PBV assistance. The PHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by the PHA. If the PHA chooses to offer a separate waiting list for PBV assistance, the PHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If a PHA decides to establish a separate PBV waiting list, the PHA may use a single waiting list for the PHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

DCA Policy

DCA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance.

SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

Applicants who will occupy units with PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units. The PHA may place families referred by the PBV owner on its PBV waiting list.

Income Targeting [24 CFR 983.251(c)(6)]

At least 75 percent of the families admitted to the PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

DCA Policy

At least 75% of families admitted to the PBV program in DCA's fiscal year must be extremely low-income families.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d), FR Notice 11/24/08]

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. The PHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

Although the PHA is prohibited from granting preferences to persons with a specific disability, the PHA may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;

Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and

For whom such services cannot be provided in a non-segregated setting.

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If the PHA has projects with more than 25 percent of the units receiving project-based assistance because those projects include "excepted units" (units specifically made available for elderly or

disabled families, or families receiving supportive services), the PHA must give preference to such families when referring families to these units [24 CFR 983.261(b)].

DCA Policy

DCA 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). DCA will not offer any additional preferences for the PBV program or for particular PBV projects or units.

OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(e)(3)]

The PHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

Refuse to list the applicant on the waiting list for tenant-based voucher assistance;

Deny any admission preference for which the applicant qualifies;

Change the applicant’s place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the PHA’s selection policy;

Remove the applicant from the tenant-based voucher waiting list.

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner’s units, such rejection may not affect the family’s position on the tenant-based voucher waiting list.

Acceptance of Offer [24 CFR 983.252]

Family Briefing

When a family accepts an offer for PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the PHA must provide a briefing packet that explains how the PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities

If an applicant family’s head or spouse is disabled, the PHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available. In addition, the PHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

OWNER SELECTION OF TENANTS

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

Leasing [24 CFR 983.253(a)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the PHA from the PHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the PHA's subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

DCA Policy

The owner must promptly notify DCA in writing (mail, fax, or e-mail) about any vacancy or expected vacancy.

Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]

If any contract units have been vacant for 120 or more days since owner notice of the vacancy, the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

DCA Policy

If any contract units have been vacant for 120 days, DCA may 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. DCA will provide the notice to the owner within 10 business days of 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 DCA's notice.

TENANT SCREENING [24 CFR 983.255]

PHA Responsibility

The PHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

DCA Policy

DCA will not conduct screening to determine a PBV applicant family's suitability for tenancy.

The PHA must provide the owner with an applicant family's current and prior address (as shown in PHA records) and the name and address (if known by the PHA) of the family's current landlord and any prior landlords.

In addition, the PHA may offer the owner other information the PHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. The PHA must provide applicant families a description of the PHA policy on providing information to owners, and the PHA must give the same types of information to all owners.

DCA Policy

DCA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. DCA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

Payment of rent and utility bills;

Caring for a unit and premises;

Respecting the rights of other residents to the peaceful enjoyment of their housing;

Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and

Compliance with other essential conditions of tenancy.

G. OCCUPANCY

OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by the PHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

LEASE [24 CFR 983.256]

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Form of Lease [24 CFR 983.256(b)]

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease.

The PHA may review the owner's lease form to determine if the lease complies with state and local law. If the PHA determines that the lease does not comply with state or local law, the PHA may decline to approve the tenancy.

DCA Policy

DCA will not review the owner's lease for compliance with state or local law.

Lease Requirements [24 CFR 983.256(c)]

The lease for a PBV unit must specify all of the following information:

The names of the owner and the tenant;

The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);

The term of the lease (initial term and any provision for renewal);

The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;

A specification of the services, maintenance, equipment, and utilities that will be provided by the owner; and

The amount of any charges for food, furniture, or supportive services.

Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

The program tenancy requirements;

The composition of the household as approved by the PHA (the names of family members and any PHA-approved live-in aide);

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(f) and 983.257(b)]

The initial lease term must be for at least one year. Upon expiration of the lease, an owner may renew the lease, refuse to renew the lease for “good cause,” or refuse to renew the lease without good cause. If the owner refuses to renew the lease without good cause, the PHA must provide the family with a tenant-based voucher and remove the unit from the PBV HAP contract.

Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the PHA a copy of all changes.

The owner must notify the PHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the PHA and in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

Owner Termination of Tenancy [24 CFR 983.257]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Non-Compliance with Supportive Services Requirement [24 CFR 983.257(c), FR Notice 11/24/08]

If a family is living in a project-based unit that is excepted from the 25 percent per project cap on project-basing because of participation in a supportive services program (e.g., Family Self-

Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The owner may specify in the lease a maximum period of tenant absence from the unit that is shorter than the maximum period permitted by PHA policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 180 consecutive days.

Security Deposits [24 CFR 983.258]

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

DCA Policy

DCA will allow the owner to collect a security deposit that is not in excess of private market practice, or amounts charged to unassisted tenants.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.259]

If the PHA determines that a family is occupying a wrong size unit, based on the PHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the PHA must promptly notify the family and the owner of this determination, and the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

DCA Policy

DCA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of DCA's determination. DCA 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.

If the PHA offers the family a tenant-based voucher, the PHA must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the PHA).

If the PHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the PHA.

DCA Policy

When DCA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 60 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 60-day time frame, DCA will terminate the housing assistance payments at the expiration of this 60-day period.

DCA may make exceptions to this 60-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move [24 CFR 983.260]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the PHA. If the family wishes to move with continued tenant-based assistance, the family must contact the PHA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the PHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.261, FR Notice 11/24/08]

The PHA may not pay housing assistance under a PBV HAP contract for more than 25 percent of the number of dwelling units in a project unless the units are [24 CFR 983.56]:

In a single-family building;

Specifically made available for elderly or disabled families; or

Specifically made available for families receiving supportive services as defined by the PHA. At least one member must be receiving at least one qualifying supportive service.

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined by the PHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a “qualifying family” in connection with the 25 percent per project cap exception (e.g., the family does not successfully complete supportive services requirements, or due to a change in family composition the family is no longer elderly or disabled), must vacate the unit within a reasonable period of time established by the PHA, and the PHA must cease paying housing assistance payments on behalf of the non-qualifying family.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the PHA.

H. DETERMINING RENT TO OWNER

OVERVIEW

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner’s request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

RENT LIMITS [24 CFR 983.301]

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;

The reasonable rent; or

The rent requested by the owner.

Certain Tax Credit Units [24 CFR 983.301(c), FR Notice 11/24/08]

For certain tax credit units, the rent limits are determined differently than for other PBV units. These different limits apply to contract units that meet all of the following criteria:

The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;

The contract unit is not located in a qualified census tract;

There are comparable tax credit units of the same bedroom size as the contract unit in the same building, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and

The tax credit rent exceeds a PHA-determined amount (not to exceed 110 percent of the fair market rent or any approved exception payment standard);

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:
The tax credit rent minus any utility allowance;

The reasonable rent; or

The rent requested by the owner.

However, PHAs are permitted to use the higher Section 8 rent for a tax credit unit if the tax credit rent is less than the amount that would be permitted under Section 8. In these cases, Section 8 rent reasonableness requirements must continue to be met.

Definitions

A *qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

Tax credit rent is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

When determining the initial rent to owner, the PHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, the PHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, the PHA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

DCA Policy

Upon written request by the owner, DCA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. DCA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, DCA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if DCA determines it is necessary due to DCA budgetary constraints.

Redetermination of Rent [24 CFR 983.302,]

The PHA must redetermine the rent to owner upon the owner's request or when there is a five percent or greater decrease in the published FMR.

For purposes of Rental Assistance Demonstration (RAD) Projects, PHAs may elect, in the HAP contract, to establish the initial contract rent as the rent floor. PHAs should consider their individual markets, number of families served, annual budget authority and factors that may influence funding amounts, and any other local concerns prior to electing to establish the initial contract rent as the rent floor. If the PHA has elected within the HAP contract to not reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner for dwelling units under the initial PBV HAP contract, except:

To correct errors in calculations in accordance with HUD requirements;

If additional housing assistance has been combined with PBV assistance after the execution of the initial PVV HAP contract and a rent decrease is required pursuant to 24 CFR 983.55; or

If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant.

DCA Policy

Consideration will be given and a determination made about establishing initial contract rents as the rent floor to all DCA PBV projects prior to when the HAP Contract is executed.

Rent Increase

If an owner wishes to request an increase in the rent to owner from the PHA, it must be requested at the annual anniversary of the HAP contract (see Section 17-V.D.). The request must be in writing and in the form and manner required by the PHA. The PHA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

DCA Policy

An owner's request for a rent increase must be submitted to DCA 90 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

The PHA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment.

DCA Policy

For rent decreases due to a change in the FMR, DCA will make rent decrease changes effective at the HAP Contract Anniversary date.

Notice of Rent Change

The rent to owner is redetermined by written notice by the PHA to the owner specifying the amount of the redetermined rent. The PHA notice of rent adjustment constitutes an amendment

of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

DCA Policy

DCA will provide the owner with at least 30 calendar days written notice of any change in the amount of rent to owner.

PHA-owned Units [24 CFR 983.301(g)]

For PHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. The PHA must use the rent to owner established by the independent entity.

REASONABLE RENT [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the PHA.

When Rent Reasonable Determinations are required

The PHA must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

There is a five percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;

The PHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;

The HAP contract is amended to substitute a different contract unit in the same building; or

There is any other change that may substantially affect the reasonable rent.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the PHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be

retained by the PHA. The comparability analysis may be performed by PHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

PHA-owned Units

For PHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for PHA-owned units to the PHA and to the HUD field office where the project is located.

Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, the PHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

EFFECT OF OTHER SUBSIDY AND RENT CONTROL

In addition to the rent limits discussed in Section 17-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance (see Section 17-II.D).

Other Subsidy [24 CFR 983.304]

At its discretion, a PHA may reduce the initial rent to owner because of other governmental subsidies, including grants and other subsidized financing.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

An insured or non-insured Section 236 project;

A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;

A Section 221(d)(3) below market interest rate (BMIR) project;

A Section 515 project of the Rural Housing Service;

Any other type of federally subsidized project specified by HUD.

Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

Rent Control [24 CFR 983.305]

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

I. PAYMENTS TO OWNER

HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]

During the term of the HAP contract, the PHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

Except for discretionary vacancy payments, the PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the PHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

VACANCY PAYMENTS [24 CFR 983.352]

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 PHA determines that the vacancy is the owner's fault.

DCA Policy

If DCA determines that the owner is responsible for a vacancy and, as a result, is not entitled to keep the housing assistance payment, DCA will notify the landlord of the amount of housing assistance payment that the owner must repay. DCA will require the owner to repay the amount owed.

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner. The PHA may only make vacancy payments if:

The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);

The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;

The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and

The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

DCA Policy

DCA will not allow vacancy payments to the owner.

TENANT RENT TO OWNER [24 CFR 983.353]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the PHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the PHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the PHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

Tenant and PHA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the PHA.

Likewise, the PHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The PHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The PHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, the PHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The PHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

DCA Policy

DCA will make utility reimbursements to the family.

OTHER FEES AND CHARGES [24 CFR 983.354]

Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

A. CONFLICT OF INTEREST

The DCA Housing Choice Program shall conform to the U.S. Department of Housing and Urban Development's (HUD) verbiage in respect to conflict of interest, as addressed in the aforementioned Code of Federal Regulations. The subject regarding conflict of interest is addressed in the Code of Federal Regulations (CFR) Section 982.161, and this directive provides a foundation for this chapter.

In respect to DCA staff owning, leasing, and receiving revenue from unassisted rental property, this activity in itself shall not present a conflict of interest for the agency. DCA staff owning rental property should keep the agency aware of their status as landlords, and should always consult the agency if they suspect any conflict (or perceived conflict) of interest may be presented by their property ownership (of unassisted property) and employment within DCA. This shall apply to any person in the employment of DCA, including all "staff" or "employees", and it shall apply equally to full time, part time, temporary, and permanent staff members.

A potential conflict of interest could exist if the above DCA staff/employee allowed their rental property to be leased to a Housing Choice Voucher program participant subsidized by DCA. Therefore, DCA shall not allow any staff to own, lease, or receive revenue from rental property if a subsidized family being assisted by the program occupies the property.

Any new employee with rental property leased to a DCA HCV program participant shall terminate the HAP Contract at the end of the current lease term.

This directive shall also apply to rental properties owned by any family members of DCA employees living in the employee's household.

In respect to DCA Housing Choice Voucher Program participants receiving their housing subsidy and also serving simultaneously as DCA staff employees, this in itself shall not present a conflict of interest. Program participants, just as any DCA staff member, shall be held accountable and required to respect confidentiality of all family files and information contained therein. If a current program participant elects to submit application in regard to a DCA employment announcement for which they meet all stated requirements, they shall be considered upon those stated prerequisites. A current program participant's status as an active subsidized family shall not serve to affect their opportunity in respect to initial employment or to career advancement.

Likewise, DCA shall not consider a conflict of interest to occur if a current DCA staff member, who meets all stated program qualifications, requests an application, enters an Open Waiting List, receives a subsidy, and eventually receives rental housing assistance. This ensures that admission to DCA's Housing Choice Voucher Program is equally available to any DCA staff

that meets all other requirements, and also insures that current program participants (meeting all position prerequisites) are eligible for employment within any DCA Office.

The voucher for a DCA employee or family member (parent, child/stepchild, sibling, grandparent, grandchild, any in-laws) shall be administered by an adjacent Regional Office.

B. INTERNAL FRAUD

The Management of DCA shall be responsible for preventing, detecting and reporting any internal fraud and shall be in charge of investigating all suspected irregularities. If any type of fraud is suspected it will be immediately reported to a member of the management team and the Assistant Commissioner.

If management determines that the suspected fraud is too great for an internal review then DCA shall report suspected fraud directly to HUD.