CITY OF TUCSON

COMMUNITY SERVICES DEPARTMENT

SECTION 8

HOUSING CHOICE VOUCHER

ADMINISTRATIVE PLAN

FOR

CITY OF TUCSON & PIMA COUNTY

COMMUNITY SERVICES DEPARTMENT
HOUSING ASSISTANCE DIVISION
310 N. COMMERCE PARK LOOP
TUCSON, ARIZONA 85745

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SECTION 8 ADMINISTRATIVE PLAN

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SECTION 8 HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN

1.0 STATEMENT OF POLICIES AND OBJECTIVES

1.1 INTRODUCTION

The Section 8 HOUSING CHOICE VOUCHER (HCV) Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements are described in and implemented through this Administrative Plan.

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with Department of Housing and Urban Development (HUD) requirements and local objectives. The Plan covers both admission and continued participation in these programs. Policies will be administered uniformly throughout the program, unless otherwise noted.

It is the City of Tucson's (City) and Pima County's (County) Public Housing Authority (PHA) policy to be service-oriented in the administration of its housing programs and to exercise and demonstrate a high level of professionalism while providing housing services to families. The term "PHA", as used in this plan, refers to the Public Housing Authority for the City of Tucson and Pima County, unless specifically indicated otherwise.

The PHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. Minor changes to this Plan will be reviewed and approved by the Executive Director prior to implementation. Otherwise, the original Plan and any substantive changes must be approved by the Board of Commissioners of the agency and a copy provided to HUD.

1.2 PROGRAM OBJECTIVES

The Section 8 HCV Program is designed to achieve three major objectives:

A. To provide decent, safe, and sanitary housing for extremely low and very low income families while maintaining their rent payments at an affordable level.

B. To promote freedom of housing choice and spatial deconcentration of extremely low-income families of all races and ethnic backgrounds.

C. To provide an incentive to private property landlords to rent to extremely low and very low-income families by offering timely payments.

1.3 PUBLIC HOUSING AUTHORITY GOALS

In addition, the PHA has the following goals for the program:

A. Increase the availability of decent, safe and affordable housing.
   1. Expand the supply of assisted housing.
   2. Improve the quality of assisted housing.
   3. Increase assisted housing choices.

B. Improve community quality of life and economic vitality.
   1. Provide an improved living environment.

C. Promote self-sufficiency and asset development of families and individuals.
   1. Promote self-sufficiency and asset development of assisted households.

D. Ensure equal opportunity in housing for all Americans.
   1. Ensure equal opportunity and affirmatively further fair housing.

2.0 EQUAL OPPORTUNITY

2.1 FAIR HOUSING

It is the PHA's policy to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, national origin, age, disability, religion, or familial status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the PHA housing programs.

In addition, the City of Tucson prohibits discrimination and provides protection for persons on the grounds of gender, gender identity, and sexual orientation.

The City of Tucson, in its efforts to affirmatively further fair housing, strives to maintain the goals and objectives as stated in the *Analysis of Impediments to Fair Housing (AI)*. Regulations required the development of the AI, which includes actions to mitigate and eliminate barriers to housing choice. The PHA conducts landlord and client briefings to provide information regarding rights to fair

housing and non-discrimination issues and includes information on the Americans with Disabilities Act.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide federal/state/local information to applicants and participants in housing programs regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the PHA office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The PHA will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The PHA will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

The attached Addendum incorporates and defines the PHA's actions to affirmatively further fair housing specifically for participants in the Family Self-Sufficiency Program and the Family Unification Program.

2.2 REASONABLE ACCOMMODATION

Persons with disabilities may need a reasonable accommodation in order to take full advantage of the PHA housing programs and related services. When such accommodations are granted, they do not infer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the PHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the PHA will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

In the case of a client who claims illness, handicap or personal circumstance which would prevent them from coming to the office to conduct their business, staff shall make the appropriate referral, i.e., transportation service, social service agency, availability of assistance from family or friends, etc. If a referral or family assistance is not feasible, approval to conduct business through a third party, by mail, or by home visit, because of extenuating circumstances, must be fully documented and approved by the appropriate staff person.

The PHA will provide the "Request for Reasonable Accommodation" form to all applicants, participants or individuals with disabilities who request a reasonable

accommodation. Individuals may submit their reasonable accommodation request(s) in writing, within 10 business days, or by any other equally effective means of communication. If needed as a reasonable accommodation, the PHA will assist the individual in completing the Request Form. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

Generally, the individual knows best what they need; however, the PHA retains the right to request verification in support of the requested accommodation. Acceptable verification may be from a physician, therapist, or other supportive service or agency.

If more than one accommodation is equally effective in providing access to the PHA's programs and services, the PHA retains the right to select the most efficient or economic choice.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property landlord/manager. The PHA does not have responsibility for the landlord's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

Requests for reasonable accommodation will be referred to management staff of the Section 8 HCV Division. Staff will review applications for special consideration and render their decision within 10 business days of the request. Applicants may appeal this decision to a second tier review. If the accommodation is denied, the person requesting the accommodation will be notified of the reason(s) for denial. In addition, the notification will provide information regarding PHA's Grievance Procedures. The City's ADA/504 Coordinator will serve as the hearing officer for grievances regarding requests for accommodation.

2.3 LIMITED ENGLISH PROFICIENCY (LEP) LANGUAGE ASSISTANCE PLAN FOR APPLICANTS AND PARTICIPANTS

Purpose/Legal Authority: The purpose of this plan is to ensure that clients of the City of Tucson Community Services Department (CSD) have meaningful access to program information and services even though they may be limited in their English language proficiency.

This plan was developed to serve clients, prospective clients, their family members, and other interested members of the public who do not speak, read, write, or understand the English language at a level that allows him/her to interact effectively with CSD staff.

This policy is consistent with HUD's Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons. It is also consistent with Executive Order 13166 and Title VI of the Civil Rights Act of 1964.

Definition of terms:

Limited English Proficiency (LEP) – Persons who are not proficient in reading, writing or speaking English. Beneficiaries of our services may declare themselves to be LEP clients.

Interpretation – Oral language services – The act of listening to something in one language and orally translating it into a different language.

Translation – Written language services – The replacement of written text from one language into an equivalent written text in another language.

Identification of LEP Persons: CSD takes into account HUD's Four Factor Analysis to assist in identifying LEP persons. The four factor analysis includes:

1. Demography – Number or proportion of LEP persons served or encountered in the eligible service area – the greater the number or proportion of LEP persons in a language group, the more language service needed.

2. Frequency of Contact – The frequency with which LEP individuals come in contact with the program – higher frequency requires more services.

3. Importance – The nature and importance of a program, activity, or services provided by the recipient.

4. Resources and Costs – larger recipients with larger budgets must provide a higher level of language services.

CSD will also utilize HUD's Safe Harbor guidance when deciding which languages will be translated into vital documents. These Safe Harbors apply only to translation. Oral interpretation services will be provided to clients of all language groups, regardless of the size of the language group.

Provision of Services: CSD will utilize bilingual employees or the City's contract interpreters (currently Asturias Language Interpreters) when assisting with oral interpretation and written translation for LEP clients and other interested parties.

To date, our data gathering efforts have led us to determine that Spanish is a commonly spoken language of our client base, so CSD will provide interpretation and translation services to Spanish speakers. Additionally, notices will be posted in some of the more frequent used languages for our clients (ex. Vietnamese, Russian, Somali, etc.). The notices will offer interpretation services at no cost to the client.

CSD will utilize a variety of data sources, including Census Data for the City of Tucson and Pima County when determining the level of service to be offered to an LEP person. Other sources might include refugee service organizations and cultural clubs or groups.

CSD will poll our client base at their annual renewal period in order to gather more accurate data and serve our clients.

Generally, language groups that have 1,000 or more eligible persons in the market area will receive both oral interpretation and written translation of vital documents. For smaller language groups, CSD will provide oral interpretation as well as a translated notice of the right to receive an oral interpretation.

Also available is the "I Speak" information, which offers assistance in a variety of languages for those clients who need to speak a language other than English. CSD will use the "I Speak" information as necessary to determine a client's language needs.

Vital Documents: In addition to various documents already translated, and in order to be compliant with the regulation, CSD will translate various Section 8 documents include (but not be limited to):

Income Questionnaire
General Release
Ten Day Letters
Administrative Plan
Special Program Documents
Housing Discrimination form
Appointment Letters
Termination Letters
General Program Information
Brochures

Outreach: CSD will work with local refugee service providers, the local school districts, and other appropriate agencies when conducting outreach of services to eligible populations.

Sub-recipients: Since all agencies who receive federal funding must provide this service to LEP persons, then these policies will also be applicable for sub-

recipient groups that utilize federal funding. This means that the LEP guidelines will be incorporated into sub-recipient and contract documents.

Staff Training: All staff who have contact with clients will be trained on an annual basis regarding their responsibilities to identify, notify, provide and document services for LEP clients or members of the public.

Evaluation: Senior staff within CSD will conduct periodic site and/or desktop audits to verify that LEP clients who are in need of interpreter/translation services are actually receiving them. In addition, reviews that verify the accuracy of the translated materials will take place.

This Language Assistance Plan will be reviewed on an annual basis to ensure that the policies are up-to-date and accurate.

2.4 FAMILY/LANDLORD OUTREACH

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

To reach persons, who cannot or do not read newspapers, the PHA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The PHA will also utilize public service announcements, as needed.

The PHA will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The PHA will hold periodic briefings for landlords who participate in or who are seeking information about the Section 8 HCV Program. The briefing is intended to:

A. Explain how the program works, along with benefits to landlords.

B. Disseminate program rules, regulations, and processes.

C. Define client or PHA landlord responsibilities under the program.

D. Provide an opportunity for landlords to ask questions, obtain written materials, provide feedback, and meet PHA staff.

The Public Housing Authority will particularly encourage landlords of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

2.5 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice.* The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*. he PHA also requires that all adult members of both applicant and participant households must sign the PHA's *General Release of Information.* In addition, all adult members of the applicant and or participant household will acknowledge receipt of a System of Records Notice that provides information with respect to debt owed and termination information from previous subsidized housing programs, if applicable.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

2.6 REQUIRED POSTINGS

The PHA will post in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. The Section 8 Administrative Plan

B. Notice of the status of the waiting list (opened or closed)

C. Address of local PHA offices, office hours, telephone numbers, TDD numbers, and hours of operation

D. Income Limits for Admission

E. Informal Review and Informal Hearing Procedures

F. Fair Housing Poster

G. Equal Opportunity in Employment Poster

H. Analysis of Impediments to Fair Housing (AI)

3.0 PUBLIC HOUSING AUTHORITY AND LANDLORD RESPONSIBILITIES, AND FAMILY OBLIGATIONS

This Section outlines the responsibilities and obligations of the PHA, participating Landlords, and the participating families.

3.1 PUBLIC HOUSING AUTHORITY RESPONSIBILITIES

A. The PHA will comply with the consolidated Annual Contributions Contract (ACC), the application, HUD regulations and other requirements, and the PHA Section 8 Administrative Plan.

B. In administering the program, the PHA must

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

2. Explain the program to landlords and families;

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

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

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

6. Make efforts to help people with disabilities find accessible housing;

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

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

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

10. Review the family's "Request For Tenancy Approval" (RTA) of the tenancy and the landlord lease, including the HUD prescribed tenancy addendum;

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

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

13. Determine the maximum rent to the landlord and whether the rent is reasonable;

14. Make timely housing assistance payments to an landlord in accordance with the Housing Assistance Payment (HAP) contract;

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

16. Establish and adjust its utility allowance;

17. Administer and enforce the HAP contract with a landlord, including taking appropriate action as determined by the PHA, if the landlord defaults (e.g., Housing Quality Standards (HQS) violation);

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

19. Conduct informal reviews of certain PHA decisions concerning applicants for participation in the program;

20. Conduct informal hearings on certain PHA decisions concerning participant families;

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

22. Administer a Family Self-Sufficiency program.

23. Upon prior request, the PHA will provide prospective landlords with the family's current and prior address, and the names and addresses of the landlord for those addresses. Upon written request, the PHA will provide information that a prior eviction occurred, but will not disclose the reason for the eviction.

C. In conducting business in accordance with the PHA Policy on Core Values and Ethical Standards as follows:

Neither the PHA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes has any interest, direct or

indirect, during tenure or for one year thereafter:

1. Any present or former member or officer of the PHA Board of Commissioners. (except a participant commissioner);

2. Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs;

3. Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or

4. Any member of the Congress of the United States.

Any member of the classes described above must disclose their interest or prospective interest to the PHA and HUD.

The PHA, as a department of City government, abides by the rules, regulations and directives of the City of Tucson. These documents incorporated herein by this reference, include but are not limited to:

1. Prohibition of solicitation or acceptance of gifts or gratuities by any officer or employee of the PHA or any contractor, subcontractor or agent of the PHA.

2. Administrative and disciplinary remedies for violation of the Code of Conduct.

3.2 LANDLORD RESPONSIBILITY

A. The landlord is responsible for performing all of the landlord's obligations under the Housing Assistance Payments Contract and the lease.

B. The landlord is responsible for:

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

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

3. Complying with Fair Housing and Equal Opportunity requirements.

4. Preparing and furnishing to the PHA information required under the Housing Assistance Payments Contract.

5. Collecting from the family:

   a. Any security deposit required under the lease.
   b. The tenant contribution
   c. Any charges for unit damage by the family.

6. Enforcing tenant obligations under the lease.

7. Paying for utilities and services, as provided in the lease.

C. The landlord is responsible for notifying their tenants in writing with a copy to the PHA sixty (60) days prior to any rent increase.

3.3 FAMILY OBLIGATIONS

As a policy of the PHA (not an HQS requirement), the family will be required to use their physical address to receive mail from the HA. Exceptions will be considered on a case by case basis.

When the family's unit is approved and the HAP Contract executed, the family must follow the rules listed below in order to continue participating in the Section 8 HCV Program.

A. Supplying required information

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

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

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

4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family

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

C. Allowing Public Housing Authority Inspection

The family must allow the PHA to inspect the unit at reasonable times and after at least 2 days notice.

D. Violation of Lease

The family, including each member of the family, may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify the PHA and the landlord, in writing 30 calendar days, before the family moves out of the unit or terminates the lease by a notice to the landlord.

F. Landlord Eviction Notice

The family must promptly give the PHA a copy of any landlord eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for residence by the PHA-approved family. The unit must be the family's only residence.

2. The PHA must approve the composition of the assisted family residing in the unit. The family must promptly inform the PHA, in writing, of the birth, adoption or court-awarded custody of a child. The family must request written approval from the PHA to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the PHA, in writing, if any family member no longer resides in the unit.

4. If the Public Housing Authority and the landlord have given approval, a foster child/foster adult or a live-in aide may reside in the unit. The PHA has the discretion to adopt reasonable policies

concerning residence by a foster child/foster adult or a live-in aide and defining when the PHA consent may be given or denied.

5. Members of the household may engage in legal profit making activities in the unit with landlord approval, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease or let the unit.

7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit (Refer to Section 17.0)

I. Interest in the Unit

The family may not own or have any interest in the unit.

J. Fraud and Other Program Violation

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

K. Crime by Family Members

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

2. The members of the family may not engage in abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

L. Other Housing Assistance

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

M. Renting from Family Members

An assisted family may not receive Section 8 HCV tenant-based program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined that approving rental of the unit, not withstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

N. Other Obligations

1. The family must maintain utility services and supply appliances that the landlord is not required to supply under the lease.

2. The family must not damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.

4.0 ELIGIBILITY REQUIREMENTS FOR ADMISSION

4.1 INTRODUCTION

Applications will be accepted from both residents and non-residents of the PHA local area.

A. There are six (6) eligibility requirements for admission to Section 8:

1. Qualifies as a family,

2. Has an income within the income limits,

3. Meets citizenship/eligible immigrant criteria,

4. Provides documentation of Social Security Numbers,

5. Signs consent authorization documents. In addition to the eligibility criteria, families must also meet the PHA screening criteria (see Section 4.2.I, below) in order to be admitted to the Section 8 HCV Program, and

6. Meets student eligibility criteria.

4.2 ELIGIBILITY CRITERIA

A. Family status.

1. A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship. Other persons, including foster children and members temporarily absent, may be considered part of the family group if they are living or will live regularly with the family.

    a. Children temporarily absent from the home due to placement in foster care are considered family members.

    b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

2. An elderly family, which is:

    a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

    b. Two or more persons who are at least 62 years of age living together; or

    c. One or more persons who are at least 62 years of age living with a live-in aide.

3. A near-elderly family (see glossary for definition):

4. A disabled family, which is:

    a. A family whose head, spouse, or sole member is a person with disabilities;

    b. Two or more persons with disabilities living together; or

    c. One or more persons with disabilities living with a live-in aide.

5. A displaced family is an otherwise eligible person/household who is displaced by direct local government action (such as condemnation, etc.), or a person/household whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

6. A remaining member of a tenant family must be at least 18 years of age.

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

B. Live-In Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who(se):

1. Has been determined by the PHA to be essential to the care and well being of the elderly, handicapped or disabled family member; and

2. Is not obligated for the financial support of the elderly, handicapped or disabled member; and

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

4. Income will not be counted for purposes of determining eligibility or rent; and

5. May not be considered the remaining member of the participant family, and

6. Otherwise meets the residence criminal background screening criteria established by the PHA.

Family members of a live-in attendant may also reside in the unit providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the live-in's family members does not overcrowd the unit.

Note: Except under unusual circumstances, a related person cannot be considered a live-in aide. (Example: persons who are court-appointed or medically certified.)

Occasional, intermittent, multiple, or rotating care givers do not meet the definition of live-in aide. Therefore, the PHA will not approve an additional bedroom for such care givers, regardless of whether or not they spend the night.

C. Legal Capacity: The head of household is bound by the terms of the lease, and may enforce the terms of the lease against the landlord. Therefore, a head of household under the age of 18 may apply for housing

assistance. However, selection from the waiting list for housing will not occur until the applicant attains 18 years of age, unless he or she is a court-certified emancipated person.

D. Income eligibility

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

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

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

   c. A low-income family that meets additional eligibility criteria specified by the PHA;

   d. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing;

   e. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a public housing HOPE VI project including a public housing homeownership program.

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

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

4. Families who are moving into the PHA's jurisdiction under portability and have the status of applicant rather than of participant at their initial PHA must meet the receiving PHA's income limit for the area.

5. Families who are moving into the PHA's jurisdiction under

portability and are already program participants at their initial PHA do not have to meet the income eligibility requirement.

6. Income limit restrictions do not apply to families transferring to units within the PHA Section 8 HCV Program.

E. Citizenship/Eligible Immigrant status

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

1. Immigration status under 101 (a) (15) or 101 (a) (20) of the INS

2. Permanent residence under 249 of INS

3. Refugee, asylum, or conditional entry status under 207, 208 or 203 of INS

4. Parole status under 212 (d) (5) under the INS

5. Threat of life or freedom under 243 (h) of the INS

6. Amnesty under 245A of the INS

Family eligibility for assistance: For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined. A family may be defined as follows:

1. U.S. citizen/eligible immigrant family: Every member of the family residing in the unit is determined to have eligible status.

2. Mixed family: Despite the ineligibility of one or more family members, a family is eligible for assistance as long as one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

3. 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 a hearing.

4. Noncitizen students: As defined by HUD in the noncitizen regulations are not eligible for assistance.

5. Information provided for each member of the applicant family will be verified through the Department of Homeland Security's Systematic Alien Verification for Entitlements (SAVE) system.

Appeals: For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

F. Outstanding Debts: Family must have paid any outstanding debt owed the PHA or another PHA on any previous tenancy for Public Housing or Section 8 programs. See Section 16.0 Landlord or Family Debts to the PHA (Section B) for more details. Verification of outstanding debt will be confirmed through the National Repository made available by the Public and Indian Housing Enterprise Income Verification (EIV) system, or by other means. Outstanding debts owed to the PHA will be reported to the National Repository as well.

G. Social Security Number Documentation

To be eligible, all family members must provide a Social Security Number or certify that they do not have one. Specifically, all family members defined above must either:

1. Submit Social Security Number documentation or;

2. Sign a certification if they have not been assigned a Social Security Number. If the individual is under 18 years of age, the certification must be executed by his or her parent or guardian.

Applicants may not become participants until documentation is provided. Applicants have 60 days from the date of certification to provide the necessary verification. Applicants will retain their position on the waiting list during this period. If documents are not provided within 60 days, the application will be removed from the waiting list.

Program participants desiring to add new family member(s) must submit social security number verification (if applicable) prior to the next interim or regularly scheduled recertification.

H. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of

age, shall sign one or more consent forms.

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

   a. A provision authorizing HUD and the PHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

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

   c. A provision authorizing HUD to request income information from the IRS and the Social Security Administration (SSA) for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

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

3. A consent form or statement signed by each adult household member (to include a live-in aide) authorizing the PHA to conduct criminal background checks with local, state and federal law enforcement agencies. Refusal to sign the consent form or statement will result in non-eligibility for the program.

I. Background Screening for Admission

All adult members of applicant households and all adult additions to participant households will be subject to criminal background and sex offender screening (to include Live-in Aides).

The PHA will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This background screening will be made through state or local law enforcement or court records. The PHA may request a check through the FBI's National Crime Information Center (NCIC) if appropriate.

The PHA will access the State/Federal Sex Offender Registration Program for sex offender screening.

The PHA will check the Public and Indian Housing Enterprise Income Verification System (EIV) National Repository to determine if a debt is owed to this or another PHA and to determine if any of the adult members of the applicant household have previously been terminated from a HUD assisted housing program.

4.3 STUDENT INELIGIBILITY

No assistance shall be provided under Section 8 of the 1937 Act to any individual who:

A. 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), and

B. Is under 24 years of age, and

C. Is not a veteran of the United States military, and

D. Is unmarried, and

E. Does not have a dependent child, unless

1. The student is otherwise eligible for the program, and

2. The student's parents (individually or jointly) are income eligible for the program

   Note: The student's parent(s) income (individually or jointly) may not be relevant, where the student can demonstrate his/her independence from his/her parents.

   a. Student must have established a separate household from parent(s)/legal guardians.

   b. Student must not be claimed as a dependent by parent/legal guardian.

5.0 THE WAITING LIST

5.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice that applications for Section 8 Housing Choice Voucher (HCV) will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation. Minority public service announcements

will also be requested through the City's Community Relations Office, and written notification will be sent to local service agencies. The public notice will state:

The dates, times, and how families may apply;

The name of the program(s) for which the applications will be taken;

A brief description of the program; and

Any limitation to whom may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8 HCV Program. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be also announced via public notice. The PHA may suspend the acceptance of applications (i.e., close the waiting list) if there is an adequate pool of applicants to fill anticipated openings. The waiting list(s) will not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available media that communicates with local area minorities.

Exceptions to opening and closing the HCV Waiting List. The PHA will establish a separate waiting list for Family Unification Program (FUP) eligible applicants. See Section 6.3, Special Programs for detailed information regarding FUP eligible applicants. Such applicants will be referred by the local Public Child Welfare Agency (PCWA). Such applicants will be placed on the list by date and time of the referral by the PCWA. If a referred family or youth is on the current HCV waiting list, they will be added to the new FUP waiting list with a preference according to their date and time of application. Their original position on the existing HCV waiting list will remain the same.

5.2 APPLICATIONS

Families wishing to apply for the Section 8 Housing Choice Voucher (HCV) Program will be required to complete an application for housing assistance either by written form or submitted via the Internet. Applications will be accepted during publicly announced periods of time.

Applications deemed eligible (received during the publicly announced period), received via the internet and those received by mail or hand carried will be data

entered into a specific database with an automatic incrementing field, incremental by one for each entry. Once applications are data entered, applications will be assigned to the waiting list according to a lottery, computer generated system. The applicant will be informed of their assigned application and position number. Applicants will be provided information on the housing program and its requirements.

Persons with disabilities who require a reasonable accommodation in completing an application may call the PHA to make special arrangements to complete their application. A telecommunication device for the hearing impaired (TTY) is available. The TTY telephone number is (520) 791-2639.

5.3 RESPONSIBILITY TO REPORT CHANGES

Applicants on the waiting list must report to the PHA any changes in head of household and/or family composition, or address as they occur. Any applicant knowingly providing false information or fraudulent statements affecting the applicant's status or eligibility for housing will be removed from the waiting list. Communication between the PHA and the applicant will be documented in the applicant file.

5.4 ADDITIONS TO APPLICANT HOUSEHOLDS

An applicant family will not receive approval to add a separate family of two or more members to the household. Extenuating circumstances will be reviewed on a case-by-case basis.

5.5 UPDATING THE WAITING LIST

The PHA will update its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. This will enable the PHA to update the information regarding address, family composition, income category and preferences.

The pool of active applicants will be kept current by requiring each applicant to inform the PHA at least once every 12 months of continued interest. Dates of contacts and applicant's continued interest will be made part of the application record. If an applicant fails to notify the PHA of their continued interest after 12 months, a notice will be sent to the applicant requiring that they notify the Applications Office of their continued interest within ten (10) business days or the applicant will be removed from the waiting list.

5.6 WAITING LIST PLACEMENT OF APPLICANTS OWING DEBTS

Applicants who owe monies to a PHA shall be offered the opportunity to pay the debt in full within 60 days from the date the family is notified, or provide

evidence that all or part of the debt is not owed or legally enforceable. If the applicant fails to pay the debt in full within the 60-day period, or upon unfavorable consideration of the evidence provided that all of the debt is not owed or legally enforceable the applicant shall be removed from the waiting list in accordance with the procedures indicated at Section 5.7.

5.7 DENIAL OF PLACEMENT OR REMOVAL FROM THE WAITING LIST

The PHA will not deny placement on or remove an applicant's name from the waiting list unless:

A. The applicant requests that the name be removed;

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

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

Any applicant denied placement on or removed from the waiting list(s) will be first notified in writing of the reason(s) for the denial or removal. Such notification shall inform the applicant of their right to an informal review of the determination and will be made part of the application record. The PHA will provide the applicant, upon written request within ten (10) business days from the date of notification, an opportunity for an informal review of the determination prior to a decision to deny placement on or remove the applicant from the waiting list.

5.8 GROUNDS FOR DENIAL OR REMOVAL FROM THE WAITING LIST

The PHA will deny assistance to applicants who:

A. Do not meet any one or more of the eligibility criteria (section 4.0);

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

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

D. Fail to complete any aspect of the application or lease-up process;

E. The PHA will deny assistance to any family for three (3) years after the completion of sentence for a felony arrest (including but not limited to

drug-related or violent criminal activity). Note that the completion of sentence includes probation.

F. The PHA will deny assistance to any family member(s) for three (3) years after a felony arrest involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity during the last three (3) years after completion of sentence, unless there is evidence of rehabilitation. Evidence of rehabilitation includes, but is not limited to verification from substance abuse clinics, probation officers, clergy or any other agency having history or evidence of rehabilitation. Note that the completion of sentence includes probation.

G. Currently owe rent to Public Housing, Section 8 Programs, or other federal housing programs as established by the EIV National Repository, or other means;

H. Have committed a felony to include fraud, bribery, or any other corruption in connection with any Federal housing assistance program within the last three (3) years, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;

I. Have any member of the family who was evicted from federally assisted housing within the last five (5) years;

J. Have a family member who is illegally using a controlled substance or possession thereof for personal use, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. Such use or possession must have occurred within one (1) year before the date that the PHA provides notice to the family of the PHA determination to deny or terminate assistance. The PHA may not deny or terminate assistance for such use or possession by a family member, if the family member can demonstrate that he or she:

1. Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment: and

2. Is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances. The PHA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit.

K. Have engaged in or threatened abusive or violent behavior towards any PHA staff, member of the Board of Commissioners or resident;

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

M. Have a family member who has been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing. Barred in accordance with federal statute;

N. Have a family member with a lifetime registration under a State sex offender registration program. Denied for life;

O. A family who fails to fulfill its obligations under any HUD-sponsored program.

P. If the PHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to the Section 8 HCV Program for a period of 24 months (Section 11.2) from the date of termination.

Q. Registration as a Lifetime Sex Offender on a state/federal database.

5.9 EVIDENCE OF DRUG-RELATED ACTIVITY

In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the PHA may deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

If the PHA proposes to deny or terminate assistance for criminal activity, as shown by a criminal record, the PHA must provide a copy of the record to the applicant/participant. The applicant is entitled to an informal review and the participant is entitled to an informal hearing to dispute the decision.

Any additional screening is the responsibility of the landlord. The PHA, upon written request via fax or letter, will assist landlords by providing them with prospective family's current and prior addresses, and the names and addresses of the landlords of those addresses. Upon written request of a prospective landlord, the PHA will provide information that a prior eviction has occurred, but the PHA will not disclose the reason for the eviction. This information would be available from the previous landlord.

Placing a family on the PHA waiting list(s) or selecting the family for participation is not a representation by the PHA to the landlord about the family's expected behavior, or the family's suitability for tenancy. The property landlord will be informed that the PHA has not screened the family's behavior or suitability for tenancy and that such screening is the landlord's responsibility.

5.10 PHA DISCRETION TO CONSIDER CIRCUMSTANCES

In determining whether to deny admission or terminate assistance because of action or failure to act by members of the family:

A. The PHA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the affects of denial or termination of assistance on other family members who were not involved in the action or failure;

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

C. If the family includes a person with disabilities, the PHA decision concerning such action is subject to consideration of reasonable accommodation.

D. Applicants will not be denied admission to the Section 8 HCV Program or removed from the Waiting List solely on the basis of criminal activity if the criminal activity was based upon domestic violence, dating violence, or stalking.

Victims of these crimes are required to attest to their status by signing the HUD approved certification form or may provide any two alternative documents:

- documentation signed by an attending service provider, an attorney, or medical professional from whom the victim sought assistance in addressing the domestic violence, dating violence or stalking issues

- additional documents may include police or court records

The family must provide such documentation within 14 working days of notification to the PHA and landlord. (An extension of this time frame may be provided by the PHA.) Otherwise, none of the protections

afforded under the law will apply.

5.11 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the PHA, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The PHA's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the PHA will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the PHA will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant to the waiting list based on the date and time of the original application.

5.12 INFORMAL REVIEW FOR APPLICANTS

If the PHA determines that an applicant does not meet the criteria for receiving Section 8 assistance, the PHA will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within ten (10) business days of the denial. The PHA will describe how to obtain the informal review. The informal review process is described in Section 20.6 of this Plan.

5.13 RECORD KEEPING

The PHA will keep a copy of each application received. For each applicant, the PHA will document its determination that the applicant is eligible and meets admission criteria, or is ineligible and does not meet admission criteria, or is removed from the waiting list for any other reason. A copy of the approved application will become a part of a participant's file during their participation in the program. Inactive files will be maintained for a minimum of three (3) years from the date of final action.

6.0 SELECTING FAMILIES FROM THE WAITING LIST

6.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The PHA may admit an applicant for participation in the program either as a waiting list admission or as a special admission (see Section 6.3). Separate waiting list(s) may be maintained for the Moderate Rehabilitation (Mod Rehab) and Single Room Occupancy (SRO) Mod Rehab units, and any other specialty program.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific Project Based converted units, the PHA will use the assistance for those families.

6.2 PREFERENCES

The waiting list shall remain closed until such time as the applicant pool is insufficient to fill turn over vouchers. The PHA will then open it's waiting list to accept applications according to the policy addressed in Section 5.1.

If the PHA's waiting list is closed, the PHA will open the waiting list to applicants who meet the preference of involuntary displacement.

> Involuntary Displacement: Individuals or families displaced by direct local government action(s) or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws; or families displaced due to lead-based paint hazards.

Waiting list applicants will be notified of the PHA's intent to provide such a preference.

Individuals and families who qualify for this preference will receive a preference over all other applicants on the list. Verification from the proper entity will be required.

The PHA retains the right to skip higher income families on the waiting list in order to meet the statutory requirement that 75% of newly admitted families must be families who are extremely low income (30% or below median income). This action will only be taken if it appears the requirement will not otherwise be met. The PHA will monitor incomes of newly admitted families and the income of the families on the waiting list. This requirement must be reviewed on an annual basis.

The PHA will not deny nor otherwise exclude or penalize a family in admission to the program, solely because the family resides in public housing or other federally subsidized housing (Section 236, Moderate Rehabilitation, SRO, etc.).

6.3 SPECIAL PROGRAMS

Admission preference may be established when special program needs arise. Applications for the following "special" programs will be accepted by referrals.

A. **HOPWA-Rent Subsidy Program:** In collaboration with Pima County and Southern Arizona Aids Foundation (SAAF), the PHA will provide a Section 8 "look-alike" program for eligible persons and families who qualify under HOPWA guidelines and are referred by SAAF. If eligible, under the guidelines, the PHA will determine eligibility for housing assistance. Applicants may be income eligible up to 80% of median income.

An initial term of 30 days will be authorized clients to search for a unit. One additional 30-day extension may be authorized with SAAF concurrence. Minimum rent is set at $25.00, however, the PHA may suspend this requirement if a hardship is authorized by SAAF. Subsidy standards for the program allow flexibility in considering age, sex, and relationship of family members.

B. **Positive Housing Opportunities Program (PHOP):** The Southern Arizona Aids Foundation (SAAF) received a HUD grant to provide rental assistance for a minimum of 10 families or individuals. The grant is specific to clients identified by SAAF. The City of Tucson through a contract with SAAF will provide a Section 8 "look-alike" program for eligible participants referred by SAAF.

An initial term of 30 days will be authorized clients to search for a unit. One additional 30-day extension may be authorized with SAAF concurrence. Minimum rent is set at $25.00, however, the PHA may waive his requirement if a hardship is authorized by SAAF. Subsidy standards for the program allow flexibility in considering age, sex, and relationship of family members.

C. **Mainstream Program for persons with disabilities:** Through a collaborative effort with various community organizations, disabled clients are afforded support services as well as affordable and accessible housing. Funding to cover the cost of accessibility modifications and housing information identifying accessible units in the community is also a component of the program. The PHA will accept Agency Referrals. A separate waiting list will be maintained.

The PHA may establish a higher payment standard as a reasonable accommodation for Mainstream participants.

D. **Single Room Occupancy (SRO):** The SRO Moderate Rehabilitation Program will be made available to eligible homeless individuals, with

special emphasis given to the chronically mentally ill. Vacancies may be filled through referrals from specified contracted agencies.

E. **HUD-Veterans Affairs Supportive Housing (VASH):** The PHA in partnership with the Tucson Veterans Administration (VA) Medical Center provides housing assistance for homeless veterans along with case management, health, and other supportive services. Participants are referred by the VA. Higher payment standards may be set for the program as well as waiver of the minimum rent.

F. **Family Unification Program (FUP):** The PHA, in partnership with the Public Child Welfare Agency (PCWA), will provide Housing Choice Vouchers to families for whom the lack of adequate housing is a primary factor in the separation or imminent separation of children from their families. The Program will also assist youth ages 18-21 years of age who left foster care at age 16 or older and lack adequate housing. FUP eligible families and youth will be referred to the PHA by the local PCWA. Once referrals are made, they will be placed on the newly established FUP waiting list by date and time of application. The existing waiting list will first be canvassed to ensure that those families and youth maintain their original position on the existing waiting list. The PHA may establish a higher payment standard as a reasonable accommodation or extend search time as necessary for families or youth with disabilities. All other HCV requirements for program eligibility must be met.

G. **Public Housing Conversion Plan:** To include but not limited to:

1. HOPE VI activities
2. Replacement housing related to rehabilitation, demolition or disposition
3. Section 236 Project Based or other conversion actions

6.4 SELECTION FROM THE WAITING LIST

A. Selection of Families for Assistance: Under the Housing Choice Voucher (HCV) Program, eligible families shall be offered housing assistance in sequence based on the established lottery system. All other special program applications will be selected according to date and time from their appropriate waiting list. Selection policies and procedures shall be in compliance with state, local and federal laws and regulations, including the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, and the provisions of the Annual Contributions Contract. Separate waiting lists are maintained for the following programs:

1. Housing Choice Voucher (HCV) Program – Tenant-based Assistance

2. The Section 8 Moderate Rehabilitation Program – Project-based Assistance:

   The Moderate Rehabilitation Program provides project-based rental assistance. Should the family move from the Moderate Rehabilitation unit, housing assistance will no longer be available.

   Families whose names have reached the top of the Moderate Rehabilitation waiting list are referred to the landlord upon notification of a vacancy. If a family refuses the unit, their name will be placed at the bottom of the waiting list. If the landlord does not select the family, their name will be returned to its previous place on the waiting list. However, if the PHA is unable to refer a sufficient number of interested applicants to the landlord within thirty (30) days of the landlord's notification to the PHA of a vacancy, the landlord shall be instructed to advertise or solicit applications from very low-income families and refer such families to the PHA. The PHA will make final determination of eligibility. This process will continue until the unit is occupied.

3. Single Room Occupancy (SRO):

   The SRO Moderate Rehabilitation Program will be made available to eligible homeless individuals, with special emphasis given to the chronically mentally ill. Vacancies are filled through referrals from specified contracted agencies.

4. Mainstream Program for persons with disabilities:

   Through a collaborative effort with various community organizations, clients are afforded support services as well as affordable and accessible housing. Requests to cover the cost of accessibility modifications will be referred to the Direct Center for Independence or other agencies within the community providing funding for these purposes. The PHA will provide housing information identifying accessible units in the community. The PHA will accept agency referrals.

5. HUD-Veterans Affairs Supportive Housing (VASH):

   In partnership with the Tucson Veterans Administration (VA) Medical Center, the PHA provides housing assistance for homeless veterans along with case management, health, and other supportive services. Participants are referred by the VA.

6. Family Unification Program (FUP)

FUP is a program that promotes family unification by providing Housing Choice Vouchers to families for whom lack of adequate housing is a primary factor in the separation, or threat of separation, of children from their families and to youth 18-21 years old who left foster care and lack adequate housing.

7. Other specialty program(s), as may be funded

7.0 SUBSIDY STANDARDS AND VOUCHER ISSUANCE

The appropriate housing assistance shall be determined after the applicant reaches the top of the waiting list and final eligibility review is conducted. The PHA will issue a voucher– the bedroom size is a factor in determining the family's subsidy standards or level of assistance. The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	3
2	2	5
3	4	7
4	6	9
5	8	11

These standards are based on the assumption that each bedroom will accommodate two (2) persons.

Every family member is to be counted as a person. In determining bedroom size, the PHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, or children who are temporarily away at school (See Section 17.B.3) or temporarily in foster-care. An individual head of household may choose not to share a bedroom with his or her other family members.

The criteria prescribed above for determination of housing assistance shall apply to the vast majority of families. However, in some cases, the disability of the family member(s) may warrant the assignment of a larger or smaller bedroom size. Such flexibility is permissible to the extent that determinations are made on

the basis of these factors. The PHA may grant exceptions to normal occupancy standards, as a reasonable accommodation, when a family requests a larger size unit and documents a medical reason, such as adding a live-in-aide or other significant need.

Requests for flexibility in subsidy standard will be referred to management staff members of the Section 8 HCV Division. Staff will review requests for special consideration and render their decision within 10 working days of the request. Applicants/participants may appeal this decision to the City's ADA/504 Coordinator. (See additional information on Reasonable Accommodation - Section 2.2.)

If the PHA approves an extra bedroom for medical equipment, verification will be made that the room is being used specifically for this purpose at the next annual unit inspection. If the room is not being used for this purpose, the PHA must the reduce the payment standard at the family's next annual recertification and may take further action if warranted.

The family unit size will be determined by the PHA in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. The family may select a smaller-sized unit provided there is at least one bedroom, sleeping room or living/sleeping room of appropriate size for each two persons in the household. If the family selects a larger size, the payment standard for the voucher will determine the maximum subsidy.

If a family's composition changes, the PHA must ensure that the payment standard conforms to the PHA's subsidy standards at the family's next annual recertification.

7.1 BRIEFING

When the PHA selects a family from the waiting list and determines that they are eligible to receive housing assistance under the HCV, Moderate Rehabilitation, SRO, or specialty programs, the applicant will be invited to attend a briefing explaining how the specific program works. If the applicant is unable to attend a briefing in person, due to medical or other good cause reason(s), special arrangements can be made to conduct the briefing by phone, mail, courier or other acceptable means. If the applicant fails to attend two (2) briefings without good cause, they will be denied admission. The applicant may request an informal review to appeal the denial.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the PHA will furnish such aids where doing so would not result in a

fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the PHA will give primary consideration to the requests of the applicant.

The briefing will cover at least the following subjects:

A. A description of how the program works;

B. Family and landlord obligations and responsibilities;

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

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

E. Types of eligible housing;

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

G. An explanation that the family may rent a unit where the contract rent plus utility allowance exceeds the payment standard, providing that the tenant share of rent does not exceed 40% of the family's monthly adjusted income.

H. The rights of limited English proficiency (LEP) applicants/recipients.

7.2 PACKET

During the briefing, the PHA will give the family a packet covering at least the following subjects:

A. The term of the voucher and the PHA's policy on extensions of the term. The packet will include information on the limited options for requesting an extension;

B. How the PHA determines the housing assistance payment and total tenant payment for the family;

C. Information on the payment standard, exception payment standard rent areas, mandatory minimum rent (if applicable) and the utility allowance schedule;

D. How the PHA determines the maximum rent for an assisted unit;

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

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

G. The RTA form and an explanation of how to request PHA approval of a unit;

H. The PHA subsidy standards, including when the PHA will consider granting exceptions to the standards;

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

J. The HUD-required lead-based paint brochure and information regarding lead-based paint poisoning hazards, symptoms and precautions;

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

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

M. Guidance to the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services;

N. Guidance to the family to evaluate the condition of the prospective unit;

O. Guidance for families living in high poverty areas to consider the benefits of moving to areas that do not have a high concentration of poor families;

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

Q. The family's obligations under the program;

R. The grounds upon which the PHA may terminate assistance because of the family's action or inaction;

S. PHA grievance procedures, including when the PHA is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and

T. The PHA landlord information brochure. This brochure can be given by the applicant to a prospective landlord to help explain the program. Information will include PHA and property landlord responsibilities for screening and other essential program elements.

U. A statement of the PHA's policy on providing information to prospective landlords as follows: Upon written request, the PHA will provide prospective landlords with the family's current and prior addresses, and the names and addresses of the landlords for those units. The PHA will also provide information that a prior eviction had occurred, but the PHA will not disclose the reason for the eviction.

7.3 ISSUANCE OF VOUCHER; REQUEST FOR TENANCY APPROVAL

The PHA will issue only Housing Choice Vouchers (HCV).

Once all family information has been verified, their eligibility determined, their subsidy calculated, and a briefing has been conducted, the PHA will issue the voucher. At this point the family begins their search for a unit.

Locating a Unit: It is the responsibility of the HCV holder to locate a unit suitable to the holder's needs and desires in any area where the PHA is authorized to execute contracts. The holder of a HCV may select the dwelling unit, which the holder already occupies if the unit meets HQS. Families may search for a unit anywhere within the jurisdiction of the PHA, or outside the PHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with a property landlord who is willing to enter into a Housing Assistance Payments (HAP) Contract with the PHA. An interested landlord's list, with addresses of their available units, will be provided in the packet to HCV holders. HCV holders will be encouraged to locate their own housing, but will also be informed that they should contact PHA staff to request any new information regarding available units. Staff will provide assistance in locating a dwelling unit to those families who, because of age or disability, are unable to find suitable units.

Discrimination: Applicants are encouraged to report any instances of apparent discrimination immediately to the PHA. Assistance will be provided in preparing the required HUD Discrimination Complaint Form and in locating available housing elsewhere.

When the family finds a unit (during the term of the voucher) that the property landlord is willing to lease under the program, the family will submit a RTA. Once it appears the tenancy may be approvable, the PHA will schedule an appointment to inspect the unit for compliance with HQS within a reasonable period. The term of the voucher may be suspended for circumstances beyond the

control of the client or PHA, which result in delays. The PHA will promptly notify the property landlord and the family if the unit is approvable. The PHA will establish reasonable rent on all units subsidized under the Section 8 HCV Program.

7.4 TERM OF THE VOUCHER

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher. In most cases, 60 days will be the search time allowable for the family to locate a suitable unit. The PHA may grant two additional time extensions in increments of 30 days, up to 60 days, to allow for the maximum search time of 120 days as provided by program regulation. This time frame also applies to portable vouchers. In order for an extension to be granted the applicant must provide proof of their inability to find an appropriate unit by submitting a visitation log that was provided at the briefing. The visitation log will minimally provide the following:

- Property address
- Date of visitation
- Reason deemed inappropriate

The PHA may grant extensions of the term, as a reasonable accommodation, for people with disabilities. To obtain an extension, the family must contact the PHA prior to the expiration date. If the family needing reasonable accommodations or special considerations needs additional time, the PHA may grant the extension sought by the family. The PHA may grant an extension for a maximum of 180 days total search time

Failure to request an extension prior to the expiration of the HCV will result in termination of the voucher. This also applies to portable vouchers.

Upon submittal of a completed RTA, the PHA will suspend the term of the voucher. The term will be in suspension until the date the PHA provides notice that the request has been approved or denied. This policy allows families the full term (60 days) or more with extensions) to find a unit, not penalizing them for the period during which the PHA is taking action on their request. A family may not submit a second RTA before the PHA finalizes action on the first request.

7.5 LANDLORD RESPONSIBILITY FOR SCREENING PROSPECTIVE TENANTS

The PHA will conduct criminal background screening of applicants as a prerequisite for eligibility to the program. This information will remain confidential. Additional screening is the responsibility of the landlord. Placing a family on the PHA waiting list(s) or selecting a family for participation is not a representation by the PHA to the landlord about the family's expected behavior,

or the family's suitability for tenancy. The landlord will be informed that the PHA has not screened the family's behavior or suitability for tenancy and that such screening is the landlord's responsibility.

Landlords are encouraged to screen families on the basis of their tenancy histories. A landlord may consider a family's background with respect to such factors as:

- Payment of rent and utility bills
- Caring for a unit and premises;
- Respecting the rights of others to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the life, safety, or property of others
- Credit History, and
- Compliance with other essential conditions of tenancy.

7.6 APPROVAL TO LEASE A UNIT

A. The PHA will approve a lease if all of the following conditions are met:

1. The unit is eligible;

2. The unit is inspected by the PHA and passes HQS;

3. The lease must be executed by the owner and the tenant. (If the landlord uses a "standard" lease form for rental to unassisted tenants in the locality, the lease must be in such standard form plus the HUD prescribed tenancy addendum.)

4. The lease is in compliance and consistent with state and local laws and includes the following:

   a. The names of the landlord and the tenant;
   b. The address of the unit rented;
   c. The term of the lease (initial term and any provisions for renewal);
   d. The amount of the monthly rent to landlord;
   e. A specification of what utilities and appliances are to be supplied by the landlord, and what utilities and appliances are to be supplied by the family; and
   f. The required HUD Tenancy Addendum.

5. The rent to landlord is reasonable;

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

7. The landlord has not been found to be debarred, suspended, or subject to denial of participation by HUD or the PHA; and

8. The family meets all eligibility and screening criteria.

The initial term of the lease shall be for at least one year except in instances where the PHA approves a shorter initial term lease because a shorter term would improve housing opportunities for the tenant and such shorter term is the prevailing local market practice. In no event, will a shorter lease term be approved for less than 6 months.

If tenancy approval is denied, the PHA will advise the landlord and the family in writing and advise them also of any actions they could take that would enable the PHA to approve the tenancy.

The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease.

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

1. The unit passes HQS inspection

2. The family's share of rent does not exceed 40% of their monthly-adjusted income

3. The PHA approves the unit for leasing

4. The landlord and tenant sign the lease to include the HUD required Tenancy Addendum; and

5. The tenant is given full access to the unit

C. Housing Assistance Payments (HAP) Contract Preparation:

The PHA will prepare the HAP Contract when the unit is approved for tenancy, which includes contract rent approval. Upon approval of the tenancy, the lease and Tenancy Addendum may be executed. The PHA will then execute the HAP contract – effective the same date as the lease. The PHA will not pay any housing assistance to the landlord until/unless the contract is executed.

7.7 PUBLIC HOUSING AUTHORITY DISAPPROVAL OF LANDLORD

The PHA reserves the right to no longer contract with landlords that the PHA can substantiate – this includes but is not limited to – harassment, abusive treatment, mistreatment, coerciveness of clients, PHA employees, members of the Board of Commissioners, or is or has been involved in discriminatory practices and/or intimidation.

A. The PHA will deny participation by a landlord at the direction of HUD. Reasons for denial may include information indicating that the landlord is debarred, suspended, or subject to a denial from HUD. When directed by HUD, the PHA must not approve a unit if:

1. The Federal Government has instituted administrative or judicial action for violating the Fair Housing Act or other Fair Housing and Equal Opportunity (FHEO) requirements, and action is pending.

2. A court or administrative agency has determined the landlord violated the Fair Housing Act or other FHEO requirements.

B. The PHA will also deny the landlord's participation for any of the following reasons:

1. The landlord has violated any obligations under the Housing Assistance Payments (HAP) Contract or other contracts; under Section 8 of the 1937 Act.

2. The landlord has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

3. The landlord has engaged in any drug-related criminal activity or any violent criminal activity;

4. The landlord has a history or practice of non-compliance with HQS for units leased under the Section 8 tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;

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

- Threatens the right to peaceful enjoyment of the premises by other residents;

- Threatens the health or safety of other residents, of employees of the PHA, or of owner employee or other persons engaged in management of the housing;

- threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or

- is involved in drug-related criminal activity or violent criminal activity; or

- Fails to provide a verifiable Employer Identification Number (EIN).

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

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

8. The PHA must not approve a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction against PHA approval of a unit only applies at the time a family initially receives tenant-based assistance for occupancy of a particular unit, but does not apply to PHA approval of a new tenancy with continued tenant-based assistance in the same unit.

9. For purposes of this section "landlord" includes a principal or other interested party.

10. Other conflicts of interest under Federal, State, or local law.

7.8 ELIGIBLE/INELIGIBLE HOUSING

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

1. A public housing or Indian housing unit;

2. Any unit located outside the PHA's area of operation;

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

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

5. College or other school dormitories;

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

7. A unit occupied by its landlord. This restriction does not apply to cooperatives.

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

9. Housing owned by those who are prohibited from participation due to conflict of interest (such as PHA – Community Services Department employees or their first-degree blood relatives);

10. Units owned by relative(s) of participants (See Section 3.3)

B. The PHA will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

1. Congregate housing

2. Group homes

3. Shared housing

4. Cooperative housing

C. The PHA will approve leases for the following housing types:

1. Single family dwellings

2. Apartments (townhouses, duplexes, triplexes, fourplexes, etc.)

3. Manufactured housing

4. Mobile Homes

5. Assisted Living facilities

6. Units funded by tax credits and/or the HOME Program

A family can own a rental unit but cannot reside in it while it is being assisted.

7.9 SECURITY DEPOSIT

The landlord may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice, subject to state and local law, and not in excess of amounts charged by the landlord to unassisted tenants. Issues relating to security deposit may be found in the Arizona Residential Landlord Tenant Act.

8.0 MOVES WITH CONTINUED ASSISTANCE

General policy – the PHA prohibits any move by the family during the initial term of the assisted occupancy. Exceptions to the policy are further defined below.

Participating families may be allowed to move to another unit after the initial 12 months (or shorter term) has expired. (In no event, will a shorter lease term be approved for less than 6 months.) The PHA will issue the family a new voucher if the family does not owe the PHA or any other PHA money; has not violated a Family Obligation, has not moved or been issued a voucher within the last 12 months (or shorter term), and if the PHA has sufficient funding for continued assistance. If the move is necessitated for reasons other than family choice, the requirement will be waived.

Note: The Moderate Rehabilitation Program provides project-based rental assistance. Should the family move or be evicted from the unit, housing assistance will no longer be available.

8.1 WHEN A FAMILY MAY MOVE

For families participating in the Program, the PHA will allow the family to move to a new unit if:

A. The assisted lease for the old unit has terminated after the initial term. This includes a termination because:

- PHA has terminated the HAP contract due to owner's breach or
- the lease was terminated by mutual agreement with the landlord

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

C. The landlord has given a notice to vacate or has commenced an action to evict (such as a Minute Entry or Writ of Restitution) or other process allowing landlord to evict the tenant.

D. The family asserts that grounds for such action is an instance of domestic violence, dating violence, sexual assault or stalking, as those terms are defined in Section 3 of the U.S. Housing Act, as amended by the Violence Against Women Act of 2006 (VAWA).

8.2 *LIMIT TO FAMILY MOVES*

A participant family may move with continued assistance either inside the PHA jurisdiction, or under portability; however:

a) The participating family moves are limited to <u>no more than once during any one year</u> after the initial term of the lease.

b) Portability moves are also limited to no more than once during any one year.

9.0 PORTABILITY

9.1 GENERAL POLICIES OF THE PUBLIC HOUSING AUTHORITY

Portability applies to families moving out of or into the PHA's jurisdiction within the United States and territories held by the United States (Guam, Puerto Rico, Virgin Islands, and Canal Zone). Under portability, families are eligible to receive assistance to lease a unit outside of the initial PHA's jurisdiction.

A family may lease a unit anywhere in the jurisdiction of the PHA or outside the PHA's jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

However, program regulations provide that, at any time, the PHA may deny permission to move if the PHA does not have sufficient funding for an increase in assistance. For instance, a PHA has the authority to deny a family's request to move under the portability procedures to a unit in another jurisdiction that would require the PHA to pay higher subsidy cost for the same family's assistance.

The PHA may limit portability moves to those jurisdictions with payment standards equal to or less than the local PHA's current payment standard.

If the PHA determines it does not have sufficient funding to accommodate such a move; and the receiving PHA will not absorb the family into its own program, the move will not be approved.

The PHA will review its funding situation on a bi-annual basis (June 30 and December 31).

Portability moves will not be denied in order for a family to protect the health and safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking. Portability moves will not be denied even if the family moved out of their existing unit in violation of the lease and/or notified the PHA.

Victims of these crimes are required to attest to their status by signing the HUD approved certification form or may provide any two alternative documents:

- documentation signed by an attending service provider, an attorney, or medical professional from whom the victim sought assistance in addressing the domestic violence, dating violence or stalking issues

- additional documents may include police or court records

The family must provide such information by the 14th working day or any extension of that date provided by the PHA.

9.2 INCOME ELIGIBILITY

A. A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B. If a portable family is already a participant in the Initial PHA's Voucher Program, income eligibility is not re-determined.

9.3 PORTABILITY: ADMINISTRATION BY THE RECEIVING PHA

A. When a family utilizes portability to move to an area outside the Initial PHA's jurisdiction, another PHA (the Receiving PHA) may administer assistance for the family or absorb the family if that PHA has a tenant-based program covering the area where the unit is located.

B. A PHA with jurisdiction in the area where the family wants to lease a unit may issue the family a voucher. If there is more than one such PHA, the Initial PHA may choose which PHA shall become the Receiving PHA.

10.0 DETERMINATION OF FAMILY INCOME

10.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, the PHA counts the income of all family members, excluding the types and sources of income that are specifically excluded by regulation. Once annual income is determined, the PHA subtracts all allowable deductions as the next step in determining Total Tenant Payment.

10.2 INCOME

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

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

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

3. Are not specifically excluded from annual income by regulations.

NOTE: Annualize all income (and subsequently conduct an interim recertification when income changes), or average known sources of income that vary to compute annualized income.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not 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 (IRS) regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital

indebtedness shall not used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) of this section. Any withdrawal of cash or 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 current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic amount.

5. Payments in lieu of earnings, such as unemployment, worker's compensation, and severance pay.

6. Welfare assistance:

   a. Welfare assistance received by the household.

   b. 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.

   c. 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 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.

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; and

8. 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 G under Income

Exclusions).

9. Scholarships, grants, and similar forms of assistance for students if they fall into the follow categories:

   a. Individuals are enrolled in an institution of higher learning; and

   b. do not have dependent children; or

   c. are not married.

10.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years;

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

C. 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;

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

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution if they fall into the following categories:

   1. Individuals are over 23 years of age; and

   2. Have a dependent child; and

   3. Are veterans , or

   4. Are married.

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

H. Medicare Part D Prescription Drug Coverage

I. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

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

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

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the PHA or landlord, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

J. Temporary, nonrecurring, or sporadic income (including gifts). For example amounts earned by temporary census employees whose terms of employment do not exceed 180 days;

K. Reparation 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;

L. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

M. Adoption assistance payments in excess of $480 per adopted child;

N. Kinship Guardian Assistance Payments (Kin-GAP) made on behalf of children exiting the juvenile court system

O. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

P. 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;

Q. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

R. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

1. The value of the allotment of food stamps;

2. Payments to volunteers under the Domestic Volunteer Services Act of 1973;

3. Payments received under the Alaska Native Claims Settlement Act;

4. Income from certain submarginal land of the U.S. that is held in trust for certain Indian tribes;

5. Payments or allowances made under Health and Human Services' (HHS) Low-Income Energy Assistance Program;

6. Payments received under the Job Training Partnership Act or Workforce Investments Act of 1998;

7. Income from the disposition of funds of the Grand River Band of Ottawa Indians;

8. 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;

9. Amount of scholarships awarded under Title IV including Work-Study and Bureau of Indian Affairs Student Assistance Programs;

10. Payments received under Title V of the Older Americans Act of 1985;

11. Payments from Agent Orange Settlement or any other fund established pursuant to the settlement in Re Agent-Product Liability Litigation;

12. Payments received under the Maine Indian Claims Act of 1980;

13. The value of child care under the Child Care and Development Block Grant Act of 1990;

14. Earned income tax credit refund payments;

15. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;

16. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

17. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;

18. 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 Victim of Crime Act, and

19. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998.

S. Earned Income Disallowance for persons with disabilities

(a) Initial Twelve Month Exclusion
(b) Second Twelve Month Exclusion and Phase-In
(c) Maximum Four Year Disallowance

10.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent

B. $400 for any elderly family or disabled family

C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income may be allowed. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

D. For any elderly or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

E. Medical Expenses Deductions:

Disabled or elderly families are entitled to a deduction for unreimbursed medical expenses. The "allowable medical expenses" is that portion that exceeds 3% of their annual income. "Allowable medical expenses" are identified by the Internal Revenue Service (IRS) Publication 502, as updated or amended from time to time by the IRS.

F. Authorized child care expenses.

11.0 VERIFICATION

The PHA will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full-time student status of family members 18 years of age and older, Social Security Numbers, and citizenship/eligible noncitizen status.

11.1 ACCEPTABLE METHODS OF VERIFICATION

The Upfront Income Verification System (UIV) is intended to provide a single source of income-related data to the PHA for use in verifying income. The Office of Public and Indian Housing (PIH) is responsible for administering and maintaining the UIV system.

The UIV system assists the PHA in the upfront verification of tenant income by comparing the tenant income data obtained from various sources including:

- Tenant supplied income data captured on Form HUD-50058 and maintained in the Public Housing Information Center (PIC) databases;
- Wage information from the State Wage Information Collection Agencies (SWICA's);
- Social Security and Supplemental Security Income from the Social Security Administration; and
- User Profile information from the PIC database.

The data provided via the UIV system through the Public and Indian Housing Enterprise Income Verifications (EIV) system will be protected to ensure that the data 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. Privacy of data and data security for computer systems are covered by a variety of Federal laws and regulations, government bulletins, and other guiding documents.

Verification Hierarchy:

- Upfront Income Verification (UIV) through the Enterprise Income Verifications system (EIV): Highest level is the use of the EIV system, or other forms of upfront Income verification. Use of the EIV system is mandatory and replaces the need for written third party verification when

income is not disputed. When making an income determination, while using EIV, the PHA may request supplemental documents from the clients such as:

- Payroll reports or consecutive pay stubs
- Letters from Employers
- Proof of the start or stoppage of unemployment benefits
- Current SSA information.

The supplemental information will be dated within 60 days of the PHA's request.

- Written Third Party Verification: High level (mandatory if UIV is not available, or UIV data differs substantially and tenant disputes). This type of verification includes written documentation with forms sent directly to and received directly from a source, not passed through the hands of the family.

- Oral Third Party Verification: Medium level (mandatory if written third party verification is not available). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the PHA or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name date of contact, amount received, etc.

- Tenant Provided Documents (Doc Review): Medium-Low level (supplement UIV; or when higher level of verification is not available). The PHA will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the PHA has been unable to obtain third party verification or to supplement EIV..

- . Photocopies of the documents provided by the family will be maintained in the file. It is the responsibility of the applicant/participant to provide verification for deductions. This verification may be hand carried.

  Note Exception: Current bank statements or on-line statements may be provided in lieu of 3rd party verification so as not to create a financial hardship for applicants/participants requesting the information from banks, credit unions, etc.

- Tenant Declaration: Low level (use as a last resort when higher levels of verification are not available). The PHA will accept a self-declaration

statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

A UIV Security Policy will be available for public review. Current participants and applicants will receive information as it pertains to the policy.

11.2 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

For citizenship, the family's certification will be accepted, or citizenship documentation. Verification of these items will include photocopies of the Social Security cards and other documents presented by the family. The PHA will verify citizenship through the Department of Homeland Security's Systematic Alien Verification for Entitlements System (SAVE), and forms signed by the family.

The citizenship/eligible non-citizen status of each family member regardless of age must be determined. (Section 4.2)

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury.

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

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The PHA will make a copy of the individual's INS documentation and place the copy in the file. The PHA also will verify their status through the SAVE system. If the SAVE system cannot confirm eligibility, the PHA will mail information to the INS so a manual check can be made of INS records.

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

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

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

The family's assistance will not be denied, delayed, reduced or terminated

because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If the PHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to the Section 8 Program for a period of 24 months (Section 5.8) from the date of termination.

11.3 VERIFICATION OF SOCIAL SECURTIY AND EIN NUMBERS

Social Security Numbers: Prior to admission to the Section 8 Housing Choice Voucher Program each applicant household member and owner entity must provide a valid Social Security Number (SSN), and the PHA must verify these numbers. Each additional household member must provide a verifiable SSN prior to being added to the household. Upon reexamination each household member who has not previously disclosed a valid (verified) SSN, or has been provided a new SSN, must submit documentation for verification to the PHA. The exception to this are participants 62 years of age or older as of January 31, 2010; or those participants or applicant household members that do not contend eligible status.

In the event that the household adds a member who is under six years of age and has no SSN, the household must provide a valid SSN within 90 calendar days of the child being added. In the event that households fails to provide a valid SSN for the child the PHA may grant up to an additional 90 calendar day extension if the failure to comply was a due to circumstances that could not have reasonably been foreseen and were outside the control of the subject household. Applicants may remain on the waiting list while seeking compliance. Failure to comply will result in denial of eligibility for applicants , entity applicants, and termination of assistance for participating households.

Required documentation necessary to verify the SSN.

1. a valid Social Security card issued by the Social Security Administration;
2. an original document issued by a federal or state governmental agency, that
   contains the name of the individual and the SSN of the individual, along with
   other identifying information of the individual;
3. other evidence of SSN as HUD may prescribe in administrative instructions.

11.4 TIMING OF VERIFICATION

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

When an interim recertification is conducted, the PHA will verify and update only those elements reported to have changed.

11.5 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, or if status changes after admission, verification of their status will be obtained at the next regular reexamination, or sooner as information is received. Prior to a new member joining the family, their status will be verified.

For each family member, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular recertification.

12.0 RENT DETERMINATION, SUBSIDY FORMULA AND LANDLORD STANDARD LEASE

12.1 GENERAL

The PHA will only issue Housing Choice Vouchers (HCV) to applicants, movers with continued assistance, and to families entering the jurisdiction through portability.

12.2 RENT REASONABLENESS

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

A. Before any increase in rent to landlord is approved;

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

C. If HUD directs that reasonableness be re-determined.

12.3 COMPARABILITY

In making a rent reasonableness determination, the PHA will compare the rent for the unit to the rent of comparable units in the same complex or comparable neighborhoods using the search tool of http://pimacountyhousingsearch.org This electronic property listing, sponsored by the City and County, is made available free of charge to both participating and nonparticipating landlords with properties located in Pima County. Data in this electronic listing is updated on a bi-monthly basis to ensure that the data is current. The PHA considers the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units. The PHA will maintain current survey information on rental units in the jurisdiction.

Landlords with apartment complexes with more than four (4) units will annotate on the Request for Tenancy Approval (RTA) the most recently leased comparable unassisted units, the date rented, and rental amount within the complexes. This annotation will serve as the landlord's Certification of Reasonableness.

By accepting the housing assistance payment each month the landlord is certifying that the rent to landlord is not more than the rent charged by the landlord for comparable unassisted units on the premises.

12.4 PAYMENT STANDARDS

Payment standards will be determined based upon regulatory guidelines.

For preservation eligible projects approved for Housing Conversion Actions, the maximum payment standard used to calculate housing assistance is the gross rent of the family's unit, as approved by the PHA.

A. Setting the Payment Standard

The PHA will review its determination of the payment standard annually after publication of the FMRs. The PHA will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the HCV Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The PHA may establish a higher payment standard as a reasonable accommodation for a family that includes people with disabilities.

The PHA will submit reasonable accommodation requests to HUD for any payment standard beyond the PHA's allowable discretion.

Payment standards for each bedroom size are evaluated separately so that the payment standard for any given bedroom size may increase or decrease while another remains unchanged. The PHA may consider adjusting payment standards at times other than the annual review when circumstances warrant.

B. Selecting the Correct Payment Standard for a Family

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

   a. The Payment Standard for the number of bedrooms designated on the voucher; or
   b. The Payment Standard for the unit bedroom size rented by the family.

2. If there is a need to change the number of bedrooms designated on the voucher due to change in family composition, the new voucher will be issued and the appropriate Payment Standard utilized.

C. Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the PHA may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The PHA may request one or more such exceptions. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the PHA requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

12.5 MINIMUM RENTS

The PHA has set the minimum rent as $50.00. However, if the family is unable to pay the minimum rent because of financial hardship and requests a hardship exemption, the PHA will suspend the minimum rent requirement for the family beginning the month following the family's request for hardship exemption. The suspension will continue until the PHA can determine whether there is a qualifying financial hardship and whether such hardship is temporary or long-term. During suspension, the family will not be required to pay a minimum rent and the HAP will be increased accordingly.

A. A financial hardship exists in the following circumstances:

1. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;

2. When the family would be evicted because it is unable to pay the minimum rent;

3. When the income of the family has decreased because of changed circumstances, including loss of employment;

4. When a death has occurred in the family;

5. Other circumstances determined by the PHA or HUD.

B. No hardship. If the PHA determines there is no qualifying financial hardship exemption, the minimum rent will be reinstated, including requiring back payment of minimum rent to the PHA from the beginning of the suspension. The family must pay back subsidy on terms and conditions established by the PHA.

C. Temporary hardship. If the PHA determines that a qualifying hardship is temporary, the minimum rent will be suspended for a period of 90 days beginning the month following the date of the family's request for a hardship exemption. At the end of the 90-day suspension period, the minimum rent will be imposed retroactively to the beginning of the suspension. The PHA will offer a reasonable repayment agreement for any minimum back rent payment owed by the tenant (i.e., minimum rent payment paid by the PHA on the family's behalf during the period of suspension.)

D. Long-term hardship. If the PHA determines there is a qualifying long-term financial hardship, the family will be exempt from the minimum rent requirements, so long as such hardship continues. Such exemption shall apply from the beginning of the month following the family's request for a hardship exemption.

E. Appeals. The family may use the informal hearing procedure to appeal the PHA's determination regarding the hardship.

12.6 SUBSIDY FORMULAS

A. Total Tenant Payment

The total tenant payment is the highest of the following amounts, rounded to the nearest dollar:

1. 10% of the family's monthly gross income.

2. 30% of the family's monthly adjusted income.

3. Minimum rent

B. Section 8 Housing Choice Vouchers (HCV's)

1. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent (rent and utilities) exceeds the payment standard.

2. When initially receiving tenant-based assistance on a unit, a client may pay up to 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

3. The contract rent for the unit must not exceed the rent reasonableness determination.

C. Housing Conversion Actions – Enhanced/Preservation Vouchers

HUD provides funds for Section 8 Enhanced or Preservation Vouchers to assist eligible residents affected by landlord or HUD actions resulting from one of the following Housing Conversion actions.

1. Preservation prepayment or voluntary termination actions preservation prepayment

2. Project based opt-outs

3. HUD enforcement actions

For a family that stays in the project, the payment standard used is the gross rent of the unit, regardless of whether it exceeds the normally applicable payment standard. The proposed gross rent must meet rent reasonableness.

The family is subject to an Enhanced Voucher minimum rent which is: the amount the family was charged at the time of the conversion. The eligibility event for opt-outs is the date of the expiring project-based contract; for preservation pre-payments, the effective date of the prepayment of the mortgage or voluntary termination of the mortgage insurance. The calculation of minimum rent changes if the family's income decreases by 15% or more from the family's gross income on the effective date of the eligibility event. The enhanced voucher minimum rent only applies if the family remains in the project.

For a family that moves out of the project, the normally applicable payment standard for HCV's is used, and the HAP and family share of rent is calculated in accordance with HCV program regulations. The enhanced voucher minimum rent does not apply if the family transfers out of the project.

If the dwelling unit is located in an exception area, the PHA will use the appropriate payment standard for the exception area.

12.7 UTILITY ALLOWANCE AND CONTRACT ADJUSTMENTS

The PHA maintains a utility allowance schedule for all tenant-paid utilities (except cable, telephone, and other amenities), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection disposal of waste and refuse).

The utility allowance is intended to help defray the cost of utilities not included in the rent. The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size in the same locality. In developing the schedule, the PHA uses normal patterns of consumption for the community as a whole and current utility rates.

The PHA reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The PHA maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time.

The PHA uses the appropriate utility allowance for the actual dwelling size unit (rather than the voucher bedroom size as determined under the PHA subsidy

standards). Landlords are required to provide a range and refrigerator in the dwelling unit, unless the tenant provides these items.

At each reexamination, the PHA applies the utility allowance from the most current utility allowance schedule.

The PHA may approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the landlord. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

12.8 Ratio Utility Billing (RUB) and Sub metering

The Arizona Residential Landlord Act affords landlords the opportunity to charge separately for gas, water, wastewater, solid waste removal or electricity by installing a sub metering system or by allocating the charges separately through a ratio utility billing system.

1. If the landlord uses a sub metering system the billing must indicate the charges for the period together with opening and closing meter readings and state the amount of the administrative fee associated with the sub metering.

2. The landlord may opt to use a ratio utility billing system such as by per tenant, livable square footage, per type of unit, per number of water fixtures or any other method that fairly allocates charges to tenants. The lease or an addendum thereto must contain specific description of the utility billing method including administrative fess.

3. INITIAL LEASE TERM:

Rent can not be raised during the initial lease term. When a change in utility responsibilities is requested during the "initial term of the lease" said change must be in writing and be effective with the next annual contract renewal. Part C to the HAP Contract, #4 Rent to Owner, b., states: "Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease." (Rent to Owner includes all housing services,

maintenance, utilities, and appliances to be provided and paid by the owner in accordance with the lease.)

4. SUBSEQUENT LEASES:

RUB changes during subsequent lease term(s) will require a minimum of 90 days written notice to both the PHA and the client. If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances, a new lease must be executed as well as a new HAP Contract.

12.9 Missed Appointments

If the family fails to attend the first scheduled appointment, a second letter will be mailed. The second letter will advise the client of a new time and date for the subsequent appointment. The letter will also advise that failure by the family to attend the second scheduled interview will result in the PHA taking action to terminate the family's assistance.

12.10 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The PHA pays the landlord the lesser of the housing assistance payment or the rent to landlord. If payments are not made when due, the landlord may charge the PHA a late payment (Section 18.2).

12.11 OWNERSHIP/LOCAL MANAGEMENT/PAYEE

The property landlord will be required to provide documentation to the PHA of ownership, authorization for property management (if applicable) and payee information. The property landlord will be required to provide taxpayer identification number and sign IRS form W-9.

For property landlords who live outside of Pima County, a local agent may be required. The landlord must authorize in writing, an adult individual or management entity to act on the landlord's behalf in signing leases, contracts, and providing maintenance for the unit, at a minimum. The landlord must provide to the PHA a copy of the signed written authorization or management agreement for the property. Extenuating circumstances will be addressed on a case by case basis.

12.12 CHANGE OF OWNERSHIP/PAYEE

The PHA requires a written request from the Contract holder to change or amend property landlord, payee name or address.

12.13 LEASE AND TENANCY

In order to minimize the differences between HCV tenancies and unassisted tenancies, the landlord shall use a standard lease form as used for unassisted tenants in the locality or the premises/complex. The tenant and the landlord must enter into a written lease and both shall sign said lease. The HUD prescribed Tenancy Addendum will be included with the lease.

The lease must be in compliance and consistent with State and local laws. Accordingly, the lease must include at a minimum:

1. the names of the tenant and the landlord;
2. the address of the rental unit, apartment number, etc.;
3. the term of the lease (initial term and any provisions for renewal);
4. the amount of the monthly rent to landlord; and
5. a specification of what utilities and appliances are to be supplied by the landlord and the tenant

The initial term of the lease shall be for at least one year except in instances where the PHA approves a shorter initial term lease because a shorter term would improve housing opportunities for the tenant and such shorter term is the prevailing local market practice. (In no event will a shorter lease term be approved for less than 6 months.)

12.14 DEFINITION OF GUEST IN ASSISTED UNIT

In the event that a "guest" is not defined in the lease agreement between a landlord and HVC assisted family, the definition shall be as follows:

> "Guest means a person temporarily (no more than 14 cumulative days) staying in the assisted unit with the consent of a tenant or other member of the household who has expressed or implied authority to so consent on behalf of the tenant family".

13.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, LEAD BASED PAINT REQUIREMENTS

The PHA will inspect all units to ensure that they meet Housing Quality Standards (HQS), to include Lead Based Paint (LBP) requirements. No unit will be initially placed on the Section 8 Existing Program unless the HQS and LBP requirements are met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS and LBP requirements.

The PHA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and landlord will be notified of the inspection in writing. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements with a responsible adult (i.e., age 18 or over) to enable the PHA to enter the unit and complete the inspection.

If the family fails to attend the first scheduled inspection appointment, a second letter will be mailed. The second letter will advise the client of a new time and date for the subsequent inspection appointment. The letter will also advise that failure by the family to attend the second scheduled inspection will result in the PHA taking action to terminate the family's assistance.

13.1 TYPES OF INSPECTIONS

The PHA will perform the following types of inspections:

A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin. Inspection of pre 1978 units with a child under the age of 6 will include a visual assessment of paint condition.

B. Annual Inspection - An inspection to determine that the unit continues to meet HQS. Inspection of pre 1978 units with a child under the age of 6 will include a visual assessment of the paint condition.

C. Special Inspection - An inspection initiated by a complaint on the unit by anyone or by a third party (i.e., HUD) needing to view the unit. Also applies to an inspection that takes place in the event of a perceived emergency. These take priority over all other inspections.

D. Move Out Inspection – Move out inspections will only be conducted for the MOD Rehab and MOD Rehab SRO units.

13.2 LANDLORD AND FAMILY RESPONSIBILITY

A. Landlord Responsibility for HQS

1. The landlord must maintain the unit in accordance with HQS. Unit also must be maintained to comply with HUD and LBP rules and regulations.

2. If the landlord fails to maintain the dwelling unit in accordance with HQS requirements, the PHA will take prompt and vigorous

action to enforce the landlord obligations. The PHA's remedy for such breach is termination of the HAP contract.

3. The PHA will not make any housing assistance payments for a dwelling unit that fails to meet the HQS requirements, until the landlord corrects the deficiency (ies) within the period specified by the PHA and the PHA verifies the correction. If a deficiency is life threatening, the landlord must correct deficiency within no more than 24 hours of notification. For other deficiencies the landlord must correct deficiency within no more than 30 calendar days (or any PHA-approved extension).

4. If deficiencies are not corrected within the time specified, a Notice of Termination of Contract will be sent to the landlord and the family. A new HCV will be issued to the family.

5. The landlord is not responsible for a breach of the HQS that is not caused by the landlord and for which the family is responsible. Furthermore, the PHA may terminate assistance to a family because of the HQS breach caused by the family, provided this decision is upheld through the grievance policy, if requested.

B. Family Responsibility for HQS

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

   a. The family fails to pay for any tenant paid utilities that the landlord is not required to pay.

   b. The family fails to provide and maintain any appliances that the landlord is not required to provide, or

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

2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours of notification. For other family-caused deficiencies, the family must correct such deficiencies within a specified time but not to exceed 30 calendar days (or any PHA-approved extension).

3. If the family has caused a breach of HQS, the PHA will take prompt and vigorous action to enforce the family obligations. The PHA may terminate assistance for the family for failure to correct

HQS violations within the specified time in accordance with the grievance process (Section 20).

13.3 INSPECTION PROCEDURES

A. The PHA will use the HUD HQS Inspection Checklist form. The unit must pass inspection prior to approval of the lease. Pre 1978 units with a child under age 6 will also have a paint visual assessment report form completed.

B. An inspection checklist and paint visual inspection form will be maintained in the family's file.

C. The PHA will inspect each dwelling unit leased to an eligible family at least annually, and at such other times as may be necessary to ensure that the property landlord and family are maintaining the unit in accordance with HQS and LBP requirements.

D. The PHA will notify the landlord or family that he/she has failed to maintain the dwelling unit in accordance with HQS and LBP requirements, and if the property landlord or family fails to take corrective action within the time prescribed in the notice, the PHA may exercise any of its rights or remedies under the Contract or the HCV.

13.4 HOUSING QUALITY STANDARDS (HQS)

HQS are established by HUD regulations. HQS standards are required both at initial occupancy and during the term of the lease. The standards to be used in the operation of the program will be set forth in accordance with HUD regulation and local variances.

HQS inspectors will determine if the landlord or the family is responsible for HQS violations. Emergency or life-threatening items that endanger the family's health or safety must be corrected within 24 hours of notification.

13.5 HUD LEAD BASED PAINT (LBP) RULES AND REGULATIONS

HUD LBP rules and regulations are established by EPA and HUD. These rules and regulations are required both at the initial occupancy and during the term of the lease. The Lead-Based Paint standards to be used in the operation of the Section 8 programs will be set forth in accordance with these requirements.

13.6 LOCAL VARIANCES TO HQS ACCEPTABILITY CRITERIA

The PHA has received HUD approval for the following variations to HQS criteria:

A. Hot water pressure relief valve with discharge line that terminates no greater than six inches from the floor or platform.

B. Double deadbolt locks on all egress doors shall be readily operable from the side from which egress is to be made without the use of a key or special knowledge or effort.

C. All bedrooms must have a door, closet and have direct access from interior living area. A bedroom must be at least 81 sq. feet exclusive of the closet.

13.7 CORRECTIONS OF HQS AND LBP FAIL ITEMS

A. Correcting Initial HQS and LBP Fail Items

If a unit fails HQS or LBP requirements, the landlord will be advised to notify the PHA to reschedule a re-inspection when the repairs have been properly completed. On an initial inspection, the landlord will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements. Paint deficiencies must have clearance test performed and the results must be below EPA and HUD standards.

B. HQS and LBP Failed Items for Units under Contract

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

Certain deficiencies may not require a physical inspection. A Deficiency Correction form will be mailed along with the deficiency list. Repairs for minor issues such as, but not limited to, leaky faucets, broken outlet covers, and worn weather stripping, will only require the landlord or participant sign or certify the deficiencies were corrected using the certification form. The PHA may choose to re-inspect at any time.

Paint deficiencies will be required to be completed no more than 30 days from notification. A clearance test must be performed and results must be below EPA and HUD standards.

If the landlord fails to correct the HQS and LBP failed items after proper notification has been given, the PHA will terminate the HAP contract.

If the unit fails the clearance test, landlord and tenant will be notified that the tenant must move and the HAP contract will be terminated.

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given; the PHA may terminate assistance for the family.

C. Extensions

At the sole discretion of the PHA, extensions may be granted to permit a landlord to complete repairs if the landlord has made a good faith effort to initiate repairs. If repairs are not completed within the allowed time after the initial inspection date, the PHA will cancel the HAP contract for landlord noncompliance, unless a subsequent extension was approved. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

D. Reinstatement of the HAP Contract

If the deficiencies are corrected prior to the contract termination date and the family wishes to remain in the unit, the landlord must contact the Section 8 Inspections office for reinstatement of the contract. Payment to the landlord will resume as of the date the unit passes inspection.

13.8 HEALTH AND SAFETY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be corrected within 24 hours, as verified by the PHA:

A. No hot or cold water

B. No electricity

C. Natural gas leak (notification to the Gas Company)

D. Electrical outlet smoking or sparking

E. Exposed electrical wires which could result in shock or fire

F. Other conditions which pose an immediate threat to health or safety

13.9 ABATEMENT

When a unit fails to meet HQS and the landlord has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe (30 days or any extension authorized), the housing assistance payment for the dwelling unit will be abated. When the unit is in abatement, the tenant will be responsible for the tenant's portion of the rent.

When the deficiencies are corrected before the contract termination date and the tenant has not yet moved and wishes to remain, the housing assistance payments will resume on the day the unit passes inspection.

13.10 TENANT CAUSED HQS DEFICIENCIES

For tenant caused HQS deficiencies, the landlord will not be held accountable and the housing assistance payments will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as landlords. If repairs are not completed by the deadline, the PHA will send the tenant a notice that it intends to pursue termination of assistance. The tenant will be given the opportunity to request an informal hearing and receive a decision prior to any termination action.

14.0 MODERATE REHABILITATION AND SINGLE ROOM OCCUPANCY (SRO) PROGRAMS – LANDLORD CLAIMS FOR DAMAGES, UNPAID RENT AND VACANCY LOSS

14.1 MOVE-OUT INSPECTIONS

A. Both the family and landlord will be notified of, and given the opportunity to be present at the move-out inspection.

B. Move-out inspections will only be performed by an HQS inspector after the family has vacated the unit.

C. If the family has vacated a unit and another individual or family has occupied the unit, the PHA will not conduct a move-out inspection and no claim for damages will be considered.

D. Notice of the move-out inspection date and time will be sent to both the landlord and the family. Both parties are encouraged to attend the move-out inspection. Failure to attend the move-out inspection waives the right to dispute any damages assessed.

E. A move-out inspection will not be conducted more than thirty (30) calendar days after the contract/lease termination date. If this occurs, no claim for damages will be considered.

F. Completion of the move-out inspection and damage report or notification that the parties have waived the move-out inspection, initiates the final claim for payment or the closing of the file.

G. The PHA will pay properly filed claims to the Landlord as a function of the contract, but the family is ultimately responsible to reimburse the PHA for claims paid to the Landlord.

14.2 DAMAGES

A. Both the family and landlord are notified of the move-out inspection date and time. Both parties are requested to attend; however, the move-out inspection will be conducted with only one party attending.

B. No move-out inspection will be performed until the family has actually vacated the unit and their belongings have been removed.

C. An inspection will not be made unless the Landlord intends to file a damage claim.

D. Damages above normal wear and tear cost(s) will be determined, ~~and~~ agreed to and documented at the move out inspection. The Landlord will be responsible for completing the "Move Out Damage Report" form and must provide an itemized list of time and materials for cost(s) of agreed upon repairs and submit within 30 days of move out to the PHA for approval.

E. The cost of filing eviction and forcible detainer to remove the family from the premises when they have violated their lease shall not be considered a "damage" to said unit and should not be included in the listing of said damages for reimbursement.

F. The final responsibility for determining the amount paid for a damage claim that is reasonable and proper rests with the PHA. A move-in inspection report clearly documenting conditions at the time of admission is essential to this determination.

14.3 VACANCY LOSS

Landlords are required to submit the following information for consideration of a Vacancy Loss payment:

A. The date the unit was vacated, and

B. The date the unit was re-rented.

14.4 UNPAID RENT

A. Under the lease and contract, it is a family's responsibility to pay its portion of the rent every month and a Landlord's responsibility to collect the family's portion of rent every month.

B. It is a Landlord's responsibility to evict, on grounds of non-payment of rent, if a family does not pay its rent.

C. A Landlord must demonstrate that a good faith effort was made to collect the rent during the family's occupancy.

D. Claims for unpaid rent must be supported by dated copy of bill(s) or notice(s) which the Landlord sent to the family, or other documentation showing that the Landlord took all reasonableness steps to collect the debt at the time that is occurred. Late charges may not be included in a claim for unpaid rent.

E. Unpaid rent will be authorized only for the time in which the family occupied the unit.

F. If Landlord and client enter into an agreement for unpaid rent and the client does not pay, the Landlord will not be reimbursed for the unpaid rent.

14.5 FINAL PROCESSING OF CLAIMS

A. If the Security Deposit is insufficient to reimburse the Landlord for the unpaid tenant rent or other amounts which the family owes under the lease, or if the Landlord did not collect a security deposit, the Landlord may claim reimbursement from the PHA for an amount not to exceed the lessor of:

The amount owed to the Landlord, or

Two months contract rent minus the greater of the security deposit actually collected, or the amount of security deposit the Landlord could have collected under the program. Any reimbursement must be applied first toward any unpaid tenant rent due under the lease and then to any other amounts owed. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

B. The PHA must give written notice to both the Landlord and family advising of the PHA's determination of amounts to be paid. Final "Claim for Payment" forms are prepared by the PHA and sent to the Landlord for signature and return. Families are notified of the results of the claim, in writing, including the amount of liability to the PHA. The completed claim forms are submitted to Accounting for final payment.

15.0 RECERTIFICATION AND CONTRACT ADJUSTMENTS

15.1 CHANGES IN LEASE OR RENT

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

Landlords must notify their tenant and the PHA of any changes in the amount of contract rent at least sixty (60) days before the changes go into effect. A change(s) that includes a rent increase will be subject to the PHA determination of rent reasonableness.

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

A. Requirements governing participant or landlord responsibilities for utilities or appliances;

B. In the lease terms governing the term of the lease;

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

15.2 CONTRACT RENT ADJUSTMENTS

Before the initial contract is executed, landlords are informed of program regulations regarding both annual rent adjustments and special rent adjustments. They are also made aware of the PHA's review process regarding HAP contract rent adjustments.

A. Upon receipt of a landlord's request for an annual rent increase, the following will be reviewed: the timeliness of the landlord's request, the current HQS inspection, the reasonableness of the requested rent in respect to upgrades completed, and ongoing property maintenance.

B. For the Moderate Rehabilitation Program and SRO Moderate Rehabilitation, adjustments shall only be made at the annual HUD contract renewal.

15.3 CHANGES IN FAMILY COMPOSITION

A. Reporting changes in household composition to the PHA is both a HUD and a PHA requirement. Failure to report changes may result in termination of family's participation.

B. A family member will not receive approval to add a separate family of two or more members to the household. Extenuating circumstances will be reviewed on a case-by-case basis.

C. Live-in Aide – A live-in aide is not considered a "family member" for purposes of housing assistance. Although the live-in aide resides in a household, the live-in aide has no right or claim to the assistance. The live-in aide is permitted to reside in the household strictly to provide assistance to an individual, as recommended and verified by a medical professional, and approved by the landlord and PHA.

D. The family must request, and receive written approval from the landlord and the PHA, to add additional household member(s), to include live-in aides. Family member's definition can be found in the Glossary at the end of this document. The family must also inform the PHA of the birth, adoption, or court awarded custody of a child.

Prior to PHA approval, any additional adult household members including a live-in aide must sign a consent form authorizing the PHA to conduct a criminal background screening, to include lifetime sex offender registration. Approval is contingent upon results of the screening. The individual must also provide verification of Social Security number and citizenship/immigration status must be verified. (Housing assistance will not be delayed due to delays in verifying eligible immigrant status, unless the family causes the delays.)

If the individual is found to be ineligible for housing assistance or does not pass the screening criteria, the Head of Household will be advised in writing and given an opportunity for an informal review.

If the individual is found to be eligible for housing assistance and does pass the screening criteria, the PHA will grant approval to be added to the household, and the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective

date of the new rent will be in accordance with the interim recertification process or for the annual recertification process, included in this section.

E. Adding minor(s) to household composition – verification for such minor(s) must be provided. Verification may consist of, but not limited to court documents, school enrollment, DES, CPS, or other Federal, State, or Local agency. However, in case of 50% custody, additional verification will be required.

F. In a joint custody arrangement, consideration for an additional bedroom will be given to the head of household with verified documents as stated in item E.

G. The burden of proof that an individual is a guest rests with the family. In the absence of such proof, an individual will be considered an unauthorized member of the family and the PHA will terminate assistance if approval was not requested or approved for the addition. (For further clarification of Guest in assisted unit see Section 12.13.)

15.4 ANNUAL RECERTIFICATION

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

The PHA will send a notification letter to the family at least 120 days prior to their anniversary date letting them know that it is time for their annual recertification and instruction on how to proceed. Also included are forms for the family to complete and submit. If an interview has been scheduled, the letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent and continued eligibility, to include screening of lifetime sex offenders registry. The family will sign the HUD consent form and other consent forms that later will be sent to the sources to verify the family circumstances. The family's failure to comply with the recertification process may result in termination of their housing assistance. Families requiring larger or smaller units are issued assistance for the appropriate size dwelling at the annual certification, or at such other times as necessary.

In accordance with the PHA's desire to enforce a zero tolerance approach to prevent lifetime sex offenders from receiving federal housing assistance household's will be asked at the time of interview whether any household member is subject to a lifetime state sex offender registration. The information provided at this interview will be verified using the Dru Sjodin National Sex Offender database @ http://www.nsopw.gov .

In the event that a household member is identified as a lifetime state sex offender, the household's assistance will be terminated unless the household can affirmatively prove that the offender no longer resides in the household.

Upon receipt of verification, the PHA will determine the family's annual income and will calculate their family share.

HCV families whose total rent payment equals or exceeds the contract rent for their dwelling unit, will be notified of their responsibility for the entire contract amount. The contract must be terminated if the family pays full rent for 180 calendar days. The family is also eligible to remain on the program during this period of time, provided that the lease and contract for the current unit continues.

Effective Dates for Annual Recertifications - The new family share will generally be effective upon the anniversary date. Housing assistance payment and tenant rent changes become effective upon execution of a new lease and contract, or by "Notice of Change to Lease and Contract" to landlord and family.

15.5 INTERIM RECERTIFICATIONS

Families will be required to report, in writing, any change (increase or decrease) in income or family composition between annual recertifications. When a family or sole household member goes to zero income, or has reported negligible income of zero to $100 per month, or has self declared family support as their only source of income a special monitoring will be required and quarterly appointments will be scheduled to reevaluate income for rent purposes.

Family Self-Sufficiency (FSS) Program Applicants – Prior to signing a new FSS contract, an interim recertification will be conducted if the effective date of the current recertification on file is more than 120 days old or if the family's income has changed since the current recertification was conducted. All new or changed income sources must be verified.

FSS Participants – for increase in earned income only, the participant may elect to complete an interim change or to delay the change until the next annual recertification. No adjustment in the family share of rent or escrow deposit will be made, unless an interim or annual recertification is completed.

Income Disallowance for disabled family members – Disallowance of

employment income for eligible families will be considered at either interim or annual recertifications.

Interim will be conducted for families who:

A. The following changes between regular recertifications will result in an interim recertification:

1. A member who is added to the family. Any income directly associated with a new family member will be included in the family income.

2. A household member who is leaving or has left the family unit.

3. Termination of temporary benefits, to include workman's compensation, disability compensation, and unemployment benefits, etc.

4. Lump sum payments

5. Pending income (wages, benefits, etc.) which cannot be adequately determined at annual recertification.

6. Any decrease in family income.

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

7. All increases of income regardless of source must be reported to the PHA in writing and are subject to an interim recertification.

8. Family break-up

   When an assisted family becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, the PHA will require them to self-select the assisted family members or have a court determination. If documentation is not provided, the PHA will terminate assistance on the basis of failure to provide information necessary for recertification.

If the family break-up is the result of domestic violence, the Housing Choice Voucher may be "bifurcated" and assistance issued to more than one family member. Requests will be reviewed on a case-by-case basis. "Bifurcation" of the voucher may be authorized for an applicant or participant family.

15.6 SPECIAL RECERTIFICATIONS

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the PHA may schedule special recertifications periodically until the income stabilizes and an annual income can be determined. In the case of zero income families, the PHA will verify other possible sources of income (TANF, child support, food stamps, etc.) in addition to obtaining certification(s) from all adult household family members.

15.7 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL RECERTIFICATIONS

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

If the new rent is a reduction, and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim recertification should have been completed (or following the date of reported change.)

If the new rent is a reduction, and the family caused the delay or did not report the change within 30 calendar days of the change, it will be effective the first of the month after the rent amount is determined.

15.8 MISSED APPOINTMENTS

If the family fails to attend the first scheduled appointment, a second letter will be mailed. The second letter will advise the client of a new time and date for the subsequent appointment. The letter will also advise that failure by the family to attend the second scheduled interview will result in the PHA taking action to terminate the family's assistance.

16.0 LANDLORD OR FAMILY DEBTS TO THE PHA

This Section describes the PHA's policies for the recovery of monies that have been overpaid to landlords and to families.

When landlords or families owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts, including, but not limited to:

* Requests for lump sum payments
* Repayment agreements
* Deduction from current HAP check
* Collection agencies
* Credit bureaus
* Civil suits

A. Landlord Debts

If the PHA determines that the landlord has retained Housing Assistance Payments or Claim Payments that the landlord is not entitled to, the PHA may reclaim the amount from future Housing Assistance payments for any units under contract.

If future Housing Assistance Payments are insufficient to reclaim the amounts owed, the PHA may:

1. Require the landlord to pay the amount in full within fifteen (15) calendar days, or

2. Enter into a repayment agreement with the landlord for the amount owed, or

3. Deduct from current HAP check

4. Pursue repayment through collection activities

B. Family Debts

1. The PHA may enter into a repayment agreement with families who incur a debt to the PHA. The repayment agreement shall specify the number of months a family has to pay the debt; however, shall not exceed six (6) months without approval from Program Administrator.

   Before the repayment agreement is signed, the family must make a

down payment equal to one-third (1/3) of the total amount due. The down payment must be made within thirty (30) days from notification of debt.

2. No move will be approved during the repayment agreement unless the debt is paid in full.

3. If the family leaves the program owing a debt and at a later time wishes to reapply for assistance, the entire debt must be repaid within 60 days after notification of debt owed.

4. The debt owed the PHA will be reported to the National Repository through Public and Indian Housing Enterprise Verification System.

5. Clients who owe monies to the PHA shall be offered the opportunity to pay the debt in full within 60 days from the date the family is notified, or provide evidence that all or part of the debt is not owed or legally enforceable. If the applicant fails to pay the debt in full within the 60-day period, or upon unfavorable consideration of the evidence provided that all of the debt is not owed or legally enforceable the applicant shall be terminated from the program.

C. Debts Incurred due to Fraud or Unreported Information

1. Clients who owe a debt to the PHA as a result of fraud or intentional unreporting of required information will be terminated from the program. The PHA may offer a payment agreement. (See 3. below for exception relating to unreported information only during the first year of Section 8 assistance)

2. Clients who owe a debt to the PHA as a result of unreported information that was falsely certified to at the initial or other re-certifications will be terminated from the program. The PHA may offer a payment agreement.

3. Exception: During the first year of Section 8 assistance (that is, not at the initial or other recertifications) clients who owe a debt to the PHA as a result of unreported information will have an opportunity to repay the PHA for overpaid subsidy to the landlord. The client will be required to sign a payment agreement as noted in B.1. If not paid, the PHA will take action to pursue program termination.

4. Both the debt owed and the reason of termination from the program will be reported to the National Repository through Public and Indian Housing Enterprise Verification System.

17.0 ABSENCES FROM THE UNIT

The PHA will evaluate absences from the unit using the following criteria:

A. Permanent and Temporary Absences of the Entire Family

1. Permanent Absence - A reported absence of the entire family from the subsidized rental unit for more than 90 consecutive days.

2. Temporary Absence - A reported absence of the entire family from the subsidized rental unit for less than 90 consecutive days.

B. Special Absences by any Family Member

1. If any family member leaves the household to enter a facility such as a hospital, nursing home, rehabilitation center, or is incarcerated, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return.

Permanently absent – Verification indicates that the family member will be confined for more than 90 consecutive days.

Temporarily absent – Verification indicates that the family member will return in less than 90 consecutive days.

The PHA will verify if the reason for incarceration is for drug related or violent or criminal activity and take appropriate action to terminate assistance and family participation, if necessary.

2. If the family includes a minor(s) temporarily absent from the home due to placement in foster care, the PHA will determine from an appropriate agency when the minor(s) will be returned to the home.

The minor(s) will be considered permanently absent from the home if the time period is greater than 90 consecutive days from the date of removal. Assistance will be reduced at annual recertification, in accordance with the PHA's occupancy standards.

3. A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either

temporarily or permanently absent. If the family decides that the member is permanently absent, the member will not be included on the lease, nor considered for determination of Voucher size.

Minors and students (other than head of household or spouse) who were part of the family, but who now live away from home during the school year and are not considered members of the household may visit for up to 90 days per year without being considered a member of the household.

C. Other Absences

1. If no responsible adult remains in the household and an appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for 90 consecutive days.

At the end of this period, the absent parent must return to the household, or the PHA will terminate the client's participation and Housing Assistance Payments Contract. The PHA will not transfer the assistance to the caretaker.

2. If an adult member of the household is subject to a court order that restricts him/her from the home for more than 90 consecutive days, the person will be considered permanently absent. Court order document must be provided.

3. Military absence

If a spouse is in the military and leaves the household, she/he will be considered temporarily absent. If any other member(s) are in the military and leave the household, they will be considered permanently absent.

18.0 PAYMENTS TO LANDLORDS

18.1 NORMAL PAYMENT PROCESS

A. Housing Assistance Payments (the difference between the Contract Rent and the portion of the rent payable by the family) shall be paid to the landlord in accordance with the contract on or before the first of each month.

B. No payments will be made on behalf of an assisted family until all appropriate parties have signed a Lease and the Housing Assistance Payments Contract.

C. The PHA will maintain internal control systems which will ensure the accurate posting and tracking of Housing Assistance Payments to landlords.

D. When a determination is made that a unit fails HQS, and the landlord is responsible for completing the necessary repair(s) and does not complete the repair(s) in the time period specified by the PHA, the housing assistance payment to the landlord will be abated.

18.2 LATE PAYMENTS TO LANDLORDS

The HAP contract shall provide for penalties against the PHA for late payment of housing assistance payments due to the landlord, if all the following circumstances apply.

A. Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant;

B. It is the landlord's practice to charge such penalties for unassisted tenants; and

C. The landlord also charges such penalties against the tenant for late payment of family rent to landlord.

The PHA is not obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control.

NOTE: The PHA deems the housing assistance payment received by the landlord upon mailing.

19.0 TERMINATION OF FAMILY ASSISTANCE BY THE PUBLIC HOUSING AUTHORITY

19.1 THE PHA MAY AT ANY TIME TERMINATE PROGRAM ASSISTANCE FOR A PARTICIPANT BECAUSE OF ANY OF THE FOLLOWING ACTIONS OR INACTIONS BY THE HOUSEHOLD:

A. If the family violates any family obligations under the program.

B. If the PHA and/or landlord determines the unit to be abandoned.

C. If a family member fails to sign and submit consent forms.

D. If the family fails to keep scheduled appointments, which include, but are not limited to, annual re-examinations, interims, special appointments, inspections or signing of repayment agreements and/or provide required information for any such appointment.

E. If the family fails to provide access for an inspection after reasonable notice, unless extenuating circumstances have been reviewed and approved by the PHA.

F. If the family fails to locate a unit within the allotted time period stated on the Voucher.

G. For families whose rent payment equals or exceeds the contract rent, the assistance must be terminated if the family pays full rent for 180 calendar days.

H. If a family fails to establish citizenship or eligible immigrant status and is not eligible for pro-ration of assistance. If the PHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months (see 11.2 and 5.8) from the date of termination.

I. If any member of the family has been evicted from federally assisted housing for serious lease violations in the last five (5) years.

J. If the PHA has ever terminated assistance under the HCV Program for any member of the family in the last three (3) years.

K. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program within the last three (3) years.

L. If the family currently owes rent or other amounts to the PHA or to another PHA in connection with public housing assistance under the 1937 Act.

M. If the family has not reimbursed any PHA for amounts paid to a landlord under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

N. If the family is receiving assistance under a Section 8 Program while occupying or receiving assistance under any other federal housing assistance program.

O. If the family has vacated their unit in violation of the lease or has sublet or transferred their unit in violation of the lease and family obligations.

P. If the family has acquired any interest in the dwelling unit.

Q. If the family breaches an agreement with the PHA to pay amounts owed to a PHA or amounts paid to a landlord by a PHA. (The PHA, at its discretion, may offer a family the opportunity to enter into an agreement to pay amounts owed to a PHA or amounts paid to a landlord by a PHA. The PHA may prescribe the terms of the agreement.)

R. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS Contract of Participation (COP).

1. The PHA may terminate the FSS Contract for reasons specified in the COP.

2. Termination of the FSS Contract will result in the participating family's forfeiture of any escrow account funds. If warranted, the PHA may also terminate Section 8 Assistance.

3. The PHA reserves the right to refuse future participation in the FSS program to families who have previously participated and whose FSS Contracts were terminated.

S. If the head of household is deceased or otherwise permanently removed from the household, (Section 17.0) and there is no remaining member who is at least 18 years of age.

T. If the family is residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any family member of the family without PHA authorization.

U. If the family has engaged in or threatened abusive or violent behavior toward PHA personnel, to include harassment, threats, intimidation, or verbal or physical abuse. Such abuse of PHA staff shall be grounds for immediate termination of assistance.

V. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

W. Any household member is currently engaged in any alcohol abuse, illegal use of a drug, or a pattern of alcohol abuse or illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

X. The PHA determines that any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.

Y. Any member of the household engages in, drug-related or violent criminal activity, or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and person residing in the immediate vicinity of the premises;

Z. If any family member fails to meet the eligibility criteria concerning individuals enrolled at an institution of higher education;

AA. A household member is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime or attempt to commit a crime, which is a felony in the state from which the individual is fleeing, or a high misdemeanor if that state is New Jersey; or

BB. Violating a condition of probation or parole imposed under Federal or State law.

CC. For Moderate Rehabilitation only: Any tenant, household member, or guest engages in any drug related criminal activity in or near the premises;

19.2 PHA DISCRETION TO CONSIDER CIRCUMSTANCES

In determining whether to deny admission because of action or failure to act by members of the family, see Section 5.10.

In determining whether to terminate housing assistance for program participants per their family responsibilities, see Section 19.0.

Program participants will not be terminated for criminal activity, a serious or repeated lease violation, or for violating other family obligations as stated in the Housing Choice Voucher Program if the action or failure to act by members of the family is based on actual domestic violence, dating violence, or stalking.

Victims of these crimes are required to attest to their status by signing the HUD approved certification form or may provide any two alternative documents:

- documentation signed by an attending service provider, an attorney, or medical professional from whom the victim sought assistance in addressing the domestic violence, dating violence or stalking issues

- additional documents may include police reports or court records

The family must provide such documentation within 14 working days of notification to the PHA and landlord. (An extension of this time frame may be provided by the PHA.) Otherwise, none of the protections afforded under the law will apply.

20.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

20.1 COMPLAINTS

The PHA will investigate and respond to complaints by participant families, landlords, and the general public. The PHA may require that complaints be in writing. Anonymous complaints are investigated whenever possible.

20.2 DISCRIMINATION

If a person encounters discrimination from a landlord in obtaining a unit, the PHA will assist the person in filing a complaint with HUD and with a review of the specific circumstances, when requested to do so.

20.3 GENERAL LANDLORD/TENANT DISPUTES

In matters of general landlord/tenant disputes, the PHA shall review such matters and advise one or both parties as appropriate under the regulations. On matters of tenant complaints involving housing quality standards, the staff shall attempt to resolve the complaint either by phone contact with the landlord or by conducting a special inspection to verify the complaint. If the complaint is found to be valid, the landlord and family will be notified, in writing, of the conditions/deficiencies and given a reasonable time to correct the stated conditions/deficiencies. Disputes relating to landlord/tenant issues will be referred to the Southern Arizona Legal Aid office.

20.4 TENANT/LANDLORD COMPLAINT REGARDING PHA DECISION

If a tenant or landlord disagrees with a decision made by Section 8 staff, the following procedure is available:

A. Contact the appropriate Supervisor and discuss the problem. If a settlement cannot be reached, then;

B. Contact the Community Services Project Supervisor. If settlement is still unattainable, then;

C. Contact the Program Manager. If a settlement is still unattainable, then;

D. Contact the Administrator. If a settlement is still unattainable, then;

E. Contact the Department Director.

20.5 APPEALS

A. For applicants – The PHA has established an Informal Review procedure that is in accordance with federal regulations. This procedure is explained in detail in Section 20.6 below.

B. For participants – The PHA has established a grievance process that is the Informal Hearing procedure in accordance with federal regulations. This procedure is explained in detail in Section 20.7 below.

C. For applicants with Non-Citizen Status – The PHA has established an informal review procedure that is in accordance with federal regulations. This procedure is explained in detail in Section 20.8 below.

20.6 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The PHA will give an applicant for participation in any Section 8 Housing Programs prompt notice of a decision denying assistance. The notice will contain a brief statement of the reason(s) for the PHA decision. The notice will state that the applicant may request an Informal Review within 10 business days of the date of the notification letter and will describe how to obtain the Informal Review.

B. Missed appointments

If the family fails to attend the first scheduled review appointment; a second letter will be mailed. The second letter will advise the client of a new time and date for the subsequent appointment. The letter will also advise that failure by the family to attend the second scheduled informal review will result in the PHA's taking action to deny the family's assistance.

C. When an Informal Review is not Required

The PHA will not provide the applicant an opportunity for a review for any of the following reasons:

1. A determination of the family unit size under the PHA subsidy standards.

2. A PHA determination not to approve an extension or suspension of a Voucher term.

3. A PHA determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A PHA determination that a unit selected by the applicant is not in compliance with HQS.

5. A PHA determination that the unit is not in accordance with HQS because of family size or composition.

6. General policy issues or class grievances.

7. Discretionary administrative determinations by the PHA.

D. Informal Review Process

The PHA will give an applicant an opportunity for an Informal Review of the PHA decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the PHA other than the person who made or approved the decision under review or a subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to the PHA decision.

3. The PHA will notify the applicant of its decision after the review within ten (10) business days. The notification will include a brief statement of the reason(s) for the final decision, and shall be based on the evidence provided during the review.

E. Considering Circumstances

In deciding whether to deny assistance because of action or inaction by members of the family, the PHA may consider all of the circumstances in

each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial of assistance on other family members who were not involved in the action or failure.

If the PHA seeks to deny assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the PHA provides notice to the family of the PHA determination to deny assistance. In determining whether to deny assistance for these reasons the PHA will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully as verified and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program as verified and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

20.7 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The PHA will give a participant family an opportunity for an Informal Hearing to consider the following PHA intended actions:

   a. A determination of the family's annual or adjusted income, and the use of such income to compute housing assistance payments.

   b. A determination of appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule.

   c. A determination of family unit size under the PHA subsidy standards.

   d. A determination that a family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the PHA subsidy standards; or PHA

determination to deny family's request for an exception from the standards.

e. A determination to terminate assistance for a participant family because of family's action or failure to act.

g. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the PHA policy and HUD rules.

2. However, the PHA will provide the opportunity for an Informal Hearing to consider the PHA's intent to terminate assistance for a breach of the HQS caused by the family.

B. When a Hearing is not Required

The PHA will not provide a participant family an opportunity for an Informal Hearing for any of the following reasons:

1. Discretionary administrative determinations by the PHA.

2. General policy issues or class grievances.

3. Establishment of the PHA schedule of utility allowances.

4. A PHA determination not to approve an extension or suspension of a voucher term.

5. A PHA determination not to approve a unit or tenancy.

6. A PHA determination that an assisted unit is not in compliance with HQS.

7. A PHA determination that the unit is not in accordance with HQS because of the family size.

8. A determination by the PHA to exercise or not exercise any right or remedy against the landlord under a HAP contract.

C. Notice to the Family

1. The PHA will notify the family of its decision to terminate and the basis for such termination. If the family does not agree with the determination the notice will state that the family may request an Informal Hearing on the decision.

2. The PHA will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:

   a. Contain a brief statement of the reasons for the decision; and

   b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. If the family fails to attend the first scheduled appointment, a second letter will be mailed. The second letter will advise the client of a new time and date for the subsequent appointment. The letter will also advise that failure by the family to attend the second scheduled interview will result in the PHA taking action to terminate the family's assistance

E. Hearing Procedures

The PHA and participants will adhere to the following procedures:

1. Discovery

   a. The family will be given an opportunity to examine before the hearing any PHA documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense (if applicable). If the PHA does not make the document(s) available for examination on request of the family, the PHA may not rely on the document at the hearing.

   b. The PHA will be given an opportunity to examine, any family documents prior to the hearing that are relevant to the hearing. The PHA will be allowed to copy any such document at the PHA's expense. If the family does not make the document(s) available for examination on request of the PHA, the family may not rely on the document(s) at the hearing.

      NOTE: The term document(s) includes records and regulations.

2. Representation of the Family

At the family's own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

   a. The hearing will be conducted by any person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person.

   b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the PHA hearing procedures.

4. Evidence

   The PHA and the family must have an opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

   The person who conducts the hearing must issue a written decision within ten (10) business days from the date of the hearing, stating briefly the reason(s) for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of evidence presented at the hearing.

6. Effect of the Decision

   The PHA is not bound by a hearing decision:

   a. Concerning a matter for which the PHA is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the PHA hearing procedures.

   b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

   c. If the PHA determines that it is not bound by a hearing decision, the PHA will notify the family within ten (10) business days of the determination, and of the reason(s) for

the determination.

F. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the PHA may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

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

If the PHA seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the PHA provides notice to the family of the PHA determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the PHA will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program as verified (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully as verified and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

20.8 INFORMAL HEARING PROCEDURES FOR APPLICANTS DUE TO DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The applicant family may request that the PHA provide for an Informal Review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within

30 days of receipt of the Notice of Denial of Assistance, or within 30 days of receipt of the INS appeal decision.

For the applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the Notice of Denial of Assistance, or of the INS appeal decision.

21.0 TERMINATION OF THE LEASE AND CONTRACT

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

A. Termination of the Lease

1. By the family

   a. The family may terminate the lease without cause upon proper notice to the landlord and to the PHA after the initial lease term, if so stated in the lease.

   b. Family-initiated lease termination/transfer is prohibited during the initial 12-month term or shorter term as approved by the PHA.

2. By the landlord

   a. The landlord may terminate the lease during its term on the following grounds:

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

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

      iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health or safety of, or the right to peaceful enjoyment of the premises by other

persons residing on the premises or in the immediate vicinity of the premises;

iv. Evidence of criminal activity: the landlord may terminate tenancy for criminal activity, if the landlord determines that the household member has engaged in criminal activity, regardless of whether the household member has been arrested or convicted of such activity. The landlord, however, may only evict by instituting court action

v. Any drug-related or violent criminal activity on or near the premises;

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

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

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

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

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

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

c. The landlord may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The landlord must give the PHA a copy of any landlord eviction notice to the tenant at the same time that the landlord gives the notice to the tenant. Landlord eviction notice means a notice to vacate, or a complaint or other initial pleading under State or local law to commence eviction action.

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

e. The landlord must give notice of termination in accordance with HUD requirements.

f. The landlord may not terminate the tenancy for non-payment of Housing Assistance Payments to the landlord.

B. Landlord Evictions

The voucher has a provision for program termination due to serious or repeated violations of the lease. The PHA will therefore terminate a family from the Program, effective the last day of the month in which a court eviction takes place. The family will have an opportunity to request a hearing process prior to a final decision to terminate program assistance. A court eviction constitutes serious or repeated violations that are cause for program termination.

C. Termination of the Contract

1. Automatic termination of the contract occurs:

a. If the PHA terminates assistance to the family, the contract terminates automatically. The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements.

b. If the lease terminates for any reason, the HAP Contract automatically terminates.

c. If the family moves out of the unit, the contract terminates automatically.

d. 180 calendar days after the last housing assistance payment to the landlord.

2. Termination of the contract by the landlord

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

3. Termination of the HAP contract by the PHA

The PHA may terminate the HAP contract for the following reasons:

a. The PHA has terminated assistance to the family.

b. The unit does not meet all requirements of HQS.

c. The unit does not meet HQS space standards because of an increase in family size or change in family composition, (overcrowding).

d. The unit is larger than appropriate for the family size or composition.

e. If the family breaks up and the family or court determines that the family members who move from the unit will continue to receive the assistance.

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

g. The landlord has breached the contract in any of the following ways:

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

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

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

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

v. If the landlord has engaged in drug-related criminal activity or any violent criminal activity.

If the PHA has determined that a breach has occurred, the PHA may exercise any of its rights or remedies under the Contract. The PHA shall notify the landlord in writing of such determination, including a brief statement of the reason(s) for the determination. The notice by the PHA to the landlord may require the landlord to take corrective action (as verified by the PHA) by a time prescribed in the notice. The PHA's rights and remedies under the Contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the Contract.

h. If a family fails to fulfill its obligations under any program administered by the PHA.

4. Final HAP payment to landlord

The HAP payment stops when the Contract terminates. The landlord may keep the payment for the month in which the family moves out. If the landlord has begun eviction proceedings prior to the HAP Contract termination and the family continues to occupy the unit, the PHA will continue to make payments until the landlord obtains a judgment or the family moves out, whichever occurs first.

22.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the PHA to spend money from its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures.

Expenditures exceeding thresholds established for the City of Tucson must have prior approval from the Mayor and Council, while those expenditures exceeding the Pima County threshold must have prior approval from the Pima County Board of Supervisors.

23.0 EXPANDING HOUSING OPPORTUNITIES

The PHA will take the following actions to encourage participation by landlords of units located outside areas of poverty or minority concentration:

A. Identify applicable property management agencies and landlords offering units located outside of areas of poverty or minority concentration.

B. Survey property management agencies and landlords (by phone, mail, etc.) as to whether they would be interested in participating in the Section 8 Voucher Program.

C. Provide an affordable housing list service for landlords to list their property(ies) and for clients to search for affordable housing. Clients without access to the Internet may request listings, which the PHA will provide.

D. Offer Section 8 Program orientation briefings to interested property management agencies and landlords.

E. Evaluate the effectiveness of alternative outreach efforts as needed.

F. In order for the term of voucher to be extended an applicant must provide proof of their inability to find an appropriate unit by submitting a visitation log.

24.0 PHA OWNED HOUSING

The City's Community Services Department may own units, such as the El Portal units. In order to comply with Federal regulation, the PHA will do the following:

A. The PHA will obtain the services of an independent entity to perform the following PHA functions:

1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the PHA.

2. To assist the family in negotiating the rent.

3. To inspect the unit for compliance with HQS.

B. The PHA will compensate the independent agency/agencies from our ongoing administrative fee income.

D. The PHA, or the independent agency/agencies, will not charge the family any fee or charge for the services provided by the independent agency.

25.0 SECTION 8 PROJECT-BASED VOUCHER PROGRAM

Under the project-based assistance, the PHA may enter into a Housing Assistance Payments (HAP) contract for specific units, for a specific contract, for up to 15% of the budgeted Voucher program.

The PHA may also consider those properties with expiring Moderate Rehabilitation contracts. The purpose will be to continue to provide incentives to those property landlords to preserve the projects for continued occupancy by very low and extremely low-income families and individuals.

26.0 FAMILY SELF-SUFFICIENCY (FSS)

The FSS program promotes development of public and private resources to aid and enable low-income, governmentally dependent families to achieve economic independence and self-sufficiency.

Section 8 HCV Program participants are eligible for the FSS Program. FSS candidates will be offered the program on a voluntary basis. Interested participants will be required to sign a 5-year Contract of Participation. The Contract will outline the family's interim and final goals, and methods to accomplish those goals.

Program incentives, such as an escrow account, will be established. The escrow account will accrue as the family's total tenant payment increases due to earned income.

FSS participants may be eligible for the Section Eight Homeownership Program as defined in Section 27.0 below.

NOTE: The attached Addendum incorporates and defines the PHA's actions to further fair housing specifically for participants in the FSS Program.

27.0 SECTION EIGHT HOMEOWNERSHIP PROGRAM (SEHOP)

An eligible homeownership family must have completed an initial lease term in the PHA's HCV Program, be an FSS participant in good standing, and must be a first time homebuyer (may not have owned title to a principal home in the last three (3) years). At a minimum, the head of household or spouse must earn (gross monthly income) at least two times the Section 8 payment standard for the appropriate bedroom size.

Income Requirements:

The head of household or spouse must be currently employed on a full-time basis for at least one (1) year or more; must be credit worthy, and the income-to-debt ratio may not exceed 40% of gross income.

The minimum income requirement must come from sources other than public assistance.

Financing Requirements:

The proposed financing terms must be submitted to and approved by the counseling agency/PHA prior to the close of escrow. The counseling agency/PHA shall determine the affordability of the family's proposed financing. In making such determination, the PHA may take into account other family expenses, including, but not limited to, child care, unreimbursed medical expenses, education and training expenses. Certain types of financing, including, but not limited to, balloon payment mortgages, are prohibited and will not be approved by the PHA. Seller-financing mortgages shall be considered by the PHA on a case-by-case basis. If a mortgage is not FHA-insured, the PHA will require the lender to comply with generally accepted private sector underwriting standards.

Loan terms will comply with affordable lending guidelines.

Down Payment Requirement:

The PHA has established that the minimum down payment for purchase of a home will be $1,500 or 3% of the purchase price, whichever is greater. (At least 1% of purchase price much come from family's own resources.)

FSS families must use at least 60% of their escrow balance toward down payment. Extenuating circumstances regarding the use of escrow will be addressed on a case-by-case basis.

28.0 QUALITY CONTROL OF SECTION 8 PROGRAMS

In order to maintain the appropriate quality standards for the Section 8 programs, the PHA will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program (SEMAP) for the PHA.

Quality Control measures have been enhanced to meet all 15 SEMAP indicators. The method of selecting files for audit with respect to SEMAP reporting shall be randomly picked. The audit is to include process of payments resulting from initial admissions, annual recertifications, and interim recertifications. In addition quality control measures review applicant waiting lists, rent reasonableness, determination of adjusted income, utility allowance schedule, precontract and annual HQS inspections and associated enforcement, expansion of housing opportunities, payment standards, annual reexaminations, rent calculations, lease-up and participation in FSS.

Quality Control has been an integral part of the program for years. The focus is on error prevention, compliance documentation, and performance. This is accomplished by the use of preventative, periodic and continuous quality control measures.

ADDENDUM TO
SECTION 8 ADMINISTRATIVE PLAN
FOR
CITY OF TUCSON AND PIMA COUNTY

PHA ACTIONS TO AFFIRMATIVELY FURTHER FAIR HOUSING FOR PARTICIPANTS IN THE FAMILY SELF-SUFFICIENCY (FSS) PROGRAM

1. FSS Coordinator Position

   Currently, the FSS Coordinator position is filled. In the future, as recruitment is necessary, CSD will work with the City's Human Resources Department and the Office of Equal Opportunity Programs to fill the position. The Office of Equal Employment Opportunity Programs enforces laws that are consistent with Federal equal opportunity regulations, practices, policies and City ordinances. It is the goal of the City to ensure fair and equitable employment opportunities that prohibit discrimination, reprisal against and adverse impact on employees and applicants. The Human Resources Department is responsible for maintaining applicant records.

2. Marketing Program to All Eligible Persons, Including Persons with Disabilities, and Persons with Limited English Proficiency

   FSS Program – The program is offered to all participants of the Section 8 Housing Choice Voucher (HCV) Program through various methods: widely distributed program brochures, information in published newsletters, referrals at intake, and referrals by case managers.

   Section 8 HCV Program – As stated in Section 2.4 of this Plan, the HCV Program is publicized in a newspaper of general circulation, minority media, and by other suitable means. Contact is made with news media and community service personnel, fact sheets are provided to broadcast media and public service announcements are utilized. Status of program availability, eligibility factors and guidelines are communicated to the network of service providers in the community.

   Reasonable Accommodation – As stated in Section 2.2 of this Plan, reasonable accommodations are granted to persons with disabilities in order to make programs and services fully accessible to them. The PHA ensures that all applicants and participants are aware of the opportunity to request reasonable accommodations.

A "Request for Reasonable Accommodation" form is provided to all applicants and participants upon request. Requests are made in writing, or other equally effective means of communication. Verification in support of the requested accommodation from a physician, licensed health professional, professional representing a social service agency, disability agency or clinic may be requested. The decision of the PHA to grant or deny the request will be in writing within 10 business days of the request. If the request is denied, the PHA will include the reason(s) in the written decision, and provide information regarding the PHA's HUD-approved grievance procedure. The City's ADA/504 Coordinator will serve as the hearing officer for grievances of this type.

Limited English Proficiency (LEP) – Covered in Section 2.3 of this Plan, the PHA will utilize bilingual staff or access people who speak languages other than English when assisting LEP clients. The City has contracted vendors that provide interpreting services in a wide variety of languages, as well as services for hearing and vision related services. A City-wide policy is currently being developed to address LEP issues. The PHA has developed an in-house policy which is in compliance with Federal and City requirements.

3. Making Buildings and Communications that Facilitate Applications and Service Delivery Accessible to Persons with Disabilities

Buildings – Offices and buildings that facilitate applications and service delivery for Section 8 and FSS programs meet ADA requirements for accessibility.

Communications – For persons with hearing impairment, a TTY line is available and published on all written correspondence. Sign language interpreters are also available through contracted vendors upon request.

An applications information phone line available to all persons provides a recorded message which includes information on how to obtain applications for housing assistance, the methods by which applications are accepted, when and which types of applications are currently being accepted, and locations and hours of operation for housing offices. The recording also provides instructions on how to access information on-line.

The PHA website includes information on requesting reasonable accommodations due to disability and the grievance process.

The PHA provides Federal, State, and local information to applicants and participants on discrimination and recourse available. Information is available with applications, and all applicable Fair Housing Information and Discrimination Complaint forms are available at the PHA office. All written information and advertisements contain the appropriate equal opportunity language and logo.

The following documents/notices are available/posted for public viewing in the lobby of the PHA offices:

1. Section 8 Administrative Plan
2. Notice of waiting list status (open or closed)
3. Address, hours of operation, telephone and TDD numbers of PHA offices
4. Income limits for admission
5. Informal review and hearing procedures
6. Fair Housing poster
7. Equal Opportunity in Employment poster
8. Analysis of Impediments (AI) to Fair Housing

4. Providing Fair Housing Counseling Services or Referrals to Fair Housing Agencies

As stated in the Analysis of Impediments, in order to enhance fair housing training and communication, the Southwest Fair Housing Council (SWFHC) develops and and implements fair housing training for PHA staff. A wide array of literature on fair housing is available throughout City and County offices, business and other distribution points. Records are kept of type of literature, distribution points and approximate number distributed. Fair housing information is disseminated at events such as housing fairs, fair housing month celebrations, an Affordable Housing Conference, poster contests for youth, and various other events through community organizations. An annual community survey will be conducted to monitor changes in fair housing concerns and knowledge.

5. Informing Participants on How to File a Fair Housing Complaint, Including Providing the Toll-Free Number for the Housing Discrimination Hotline: 1-800-669-9777

The Fair Housing poster is posted in the lobbies of all PHA offices. This poster lists the housing discrimination hotline number listed above.

Section 2.1 of this Plan outlines the PHA's policy to fully comply with non-discrimination laws, the Americans with Disabilities Act, and Federal regulations governing fair housing and equal opportunity. The PHA will assist any client that believes they have suffered illegal discrimination by providing the housing discrimination form, assisting them with completing the form, if requested, and providing them with contact information to file a discrimination complaint with the nearest HUD office.

6. Homeownership Program Goal – Recruiting Landlords and Service Providers in Areas that Expand Housing Choice to Program Participants

Homeownership is an optional goal for our FSS participant families. We work with each participant individually to help them determine if homeownership is right for them. We have teamed up with Family Housing Resources, Inc. (FHR) and refer

participants who are pursuing homeownership. FHR assists the participants in areas of credit repair, homebuyer education and homebuyer counseling. FHR Also assists participants in working through the steps of obtaining financing, ensure that the financing is appropriate and affordable, working with a realtor, locating a home, and getting through the closing. In addition, FHR administers the City's American Dream Down Payment Initiative (ADDI) funding, and is able to access other match funding sources that help the participant with down payment assistance.

7. Record Keeping

Race, ethnicity, familial status and disability status are kept on all program applicants and participants, and reported electronically to HUD.

Attendance, date, time, location and topics of meetings and presentations are recorded through sign-in sheets, agendas and materials distributed.

Grievances or discrimination complaints are recorded and tracked through request forms, appointment letters, written decisions and other written correspondence.

ADDENDUM TO
SECTION 8 ADMINISTRATIVE PLAN
FOR
CITY OF TUCSON AND PIMA COUNTY

PHA ACTIONS TO AFFIRMATIVELY FURTHER FAIR HOUSING FOR PARTICIPANTS IN THE FAMILY UNIFICATION PROGRAM (FUP)

Family Unification Program Purpose

The purpose of the FUP is to promote family unification by providing Housing Choice Vouchers to families for whom the lack of adequate housing is a primary factor in the separation, or the threat of imminent separation, of children from their families and to youth 18-21 years old who left foster care at age 16 or older and lack adequate housing.

The following Addendum is contingent upon the receipt of Family Unification Program funds for the City and County Housing Choice Voucher Program.

1. Identify and ensure certification of Family Unification Program (FUP) eligible families and youth that may be on the Public Housing Authority's (PHA) waiting list and ensure that the family or youth maintain their original position on the waiting list after certification.

   - Establish a separate waiting list for FUP eligible families and youth.
   - Identify eligible families and youth from the regular Housing Choice Voucher waiting list and provide a preference for them on the newly established FUP waiting list.
   - Upon referral from the Public Child Welfare Agency (PCWA) a name search on the public housing waiting list will be conducted and those who are already on the PHA waiting list will move to the newly established FUP waiting list. The client's original place on the PHA Housing Choice Voucher waiting list will be maintained per this addendum.

2. Appropriately place all FUP eligible families and youth referred from the PCWA on the Family Unification Program waiting list in order of first come, first served.

   All referrals from the PCWA will be deemed as eligible to be placed in the next available slot for the FUP waiting list. Clients will be placed on the waiting list in order of first come, first served.

3. Inform applicants on how to file a fair housing complaint including the provision of the toll free number for the Housing Discrimination Hotline: 1-800-669-9777.

   The Fair Housing poster is located in the lobbies of all PHA offices. This poster lists the toll free housing discrimination hotline number.

   The PHA will assist any client that believes they have suffered illegal discrimination by providing the housing discrimination form, assisting them with completing the form, if requested, and providing them with contact information to file a discrimination complaint with the nearest HUD office.

4. The PHA will comply with the affirmatively furthering fair housing requirements by: examining its programs and proposed programs; identifying any impediments to fair housing choice within the programs; addressing those impediments in a reasonable fashion in view of the resources available; work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that requires the PHA's involvement; and maintain records reflecting these analyses and actions.

   The PHA has adopted the City of Tucson's Analysis of Impediments (AI) to Fair Housing Choice document (dated October 2004). In order to enhance fair housing training and communication, the Southwest Fair Housing Council (SWFHC) develops and implements fair housing training for PHA staff. A wide array of literature on the subject of fair housing is available throughout PHA offices.

5. The PHA will take the following proactive steps in addressing accessibility problems for persons with disabilities.

   A. Where requested by an individual, assist program applicants and participants to gain access to supportive services available within the community, but not require eligible applicants or participants to accept supportive services as a condition of continued participation in the program

      Upon request, program participants and applicants can gain access to supportive services offered by the PCWA. Eligible applicants will not be required to participate in supportive services.

   B. Identify public and private funding sources to assist participants with disabilities in covering the costs of structural alterations and other accessibility features that are needed as accommodations for their disabilities

      The PHA is a department of the City of Tucson. In addition to being the PHA, the department is also the City's Community Development

(CD) agency. The department administers the City's Community Development Block Grant (CDBG) and HOME programs. Under the CDBG program, funds are available to assist persons with disabilities in covering the costs of structural alterations and other accessibility features needed to accommodate their disability.

C. Not deny persons who qualify for a HCV under this program other housing opportunities, or otherwise restrict access to PHA programs to eligible applicants who choose not to participate

Program applicants and participants will not be limited to, or restricted from participating in other PHA funded programs like the Public Housing program.

D. Provide housing search assistance

The PHA has developed a housing search database to assist clients in seeking affordable rental housing. The web site is located at: http://www.pimacountyhousingsearch.org/.

E. In accordance with rent reasonableness requirements, approve higher rents to owners that provide accessible units with structural modifications for persons with disabilities

The PHA will provide higher subsidy standards or payment standards as a reasonable accommodation for persons with disabilities.

F. Provide technical assistance, through referrals to local fair housing and equal opportunity offices, to owners interested in making reasonable accommodations or units accessible to persons with disabilities

The PHA is a department of the City of Tucson. In addition to being the PHA, the department is also the City's Community Development (CD) agency. The department administers the City's Community Development Block Grant (CDBG) and HOME programs. Technical assistance is available for owners who wish to provide accessible units with structural modifications for persons with disabilities through the CDBG program.

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

Absorption: In portability, the point at which a receiving Public Housing Authority stops billing the initial Public Housing Authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative fee: Fee paid by HUD to the PHA for the administration of the program.

Administrative Plan: The plan that describes PHA policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the PHA.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

Annual Contributions Contract (ACC): The written contract between HUD and a Public Housing Authority under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.

Annual income: All amounts, monetary or not, that:

a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

c. Are not specifically excluded from Annual Income.

d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: See net family assets.

Asset Income: Income received from assets held by household members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between a landlord and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the landlord and the PHA.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. If the child care expense enables more than one family member to work, the amount deducted shall not exceed the earnings of the individual who earns the least amount annually.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

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

Contract rent: The total amount of rent specified in the Housing Assistance Payments Contract as payable by the PHA and the tenant to the landlord for an assisted unit.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards under CFR 982.401, or the requirements for Single Room Occupancy (SRO) Housing.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

Displaced family: A family in which each member, or whose sole member, is a person displaced by direct local governmental action (such as condemnation), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced person: A person displaced by direct local governmental action (e.g., condemnation), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Drug-related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or 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.

Elderly person: A person who is at least 62 years of age.

Enterprise Income Verification System (EIV): An electronic income verification system developed by HUD that electronically links data from the Social Security Administration. HUD mandates that PHA's use this system in making eligibility determinations and in annual and interim certifications of income and household composition.

Escrow account: The PHA shall establish a FSS escrow account for the participating family, and make deposits to this account, in accordance with HUD requirements. The participating family shall be eligible to receive funds from this account if all contract obligations are met in achieving self-sufficiency. Forfeiture of escrow funds will also be in accordance with the FSS Contract.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Family whose income is between 0 and 30 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. HUD has set the one-person 30% of median income limit at least as high as the State SSI benefit level.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMR's are published periodically in the Federal Register. Separate Fair Market Rents shall be established for dwelling units of varying sizes (number of bedroom(s)).

Family includes but is not limited to:

a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
b. An elderly family;
c. A near-elderly family;
d. A disabled family;
e. A displaced family;
f. The remaining member of a tenant family; and
g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults. An eligible head of household with a group of persons regularly living together, related by blood, marriage, adoption or guardianship, domestic partner or other operation of law, each as defined by this policy. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

a. Related by blood or marriage means a person who is related to the head of household as follows:

1. Spouse
2. Parent
3. Child
4. Parent of Spouse

b. Operation of Law means legally adopted children, wards.

Family Rent to Landlord: In the voucher program, the portion of rent to landlord paid by the family.

Family self-sufficiency program (FSS program): The program established by a PHA to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the PHA under the PHA's subsidy standards.

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the PHA, for interim reexaminations.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the PHA may adopt a payment standard up to the FMR/exception rent limit.

Fraud and abuse: Fraud and abuse means a single act or pattern of actions:

- That constitute false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead; and
- That results in payment of Section 8 program funds in violation of Section 8 program requirements.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gross rent: The total monthly cost of housing an eligible family, which is the sum of the contract rent and any utility allowance for the assisted unit.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent, and is responsible and accountable for the family.

HCV Participation: Housing Choice Voucher (HCV) issued by the PHA declaring a family to be eligible for participation in the Section 8 Existing Program. Being the recipient of a HCV does not classify the family as a Participant (see definition of Participant), but entitles the family to begin seeking a unit for assistance.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a Public Housing Authority, which includes (1) a payment to the landlord for rent to the landlord under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to landlord.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a Public Housing Authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

Imputed income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Income category: Designates a family's income range. There are three categories: low-income, very low-income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Public Housing Authority: In portability, both: (1) a Public Housing Authority that originally selected a family that later decides to move out of the jurisdiction of the selecting Public Housing Authority; and (2) a Public Housing Authority that absorbed a

family that later decides to move out of the jurisdiction of the absorbing Public Housing Authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to landlord: The rent to landlord at the beginning of the initial lease term.

Interim (certification): A recertification of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a recertification.

Jurisdiction: The area in which the Public Housing Authority has authority under State and local law to administer the program.

Lease: A written agreement between a landlord and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the landlord and the PHA.

Legal capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the landlord. In Arizona, age is 18.

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

a. Is determined to be essential to the care and well-being of the persons;
b. Is not obligated for the support of the persons; and
c. Would not be living in the unit except to provide the necessary supportive services.

The live-in aide's family members may reside in the unit provided doing so does not increase the subsidy by the cost of an additional bedroom and further provided that the presence of the live-in's family members do not overcrowd the unit. Income from a live-in aide is not considered in household income. A live-in aide may not be the remaining member of a participant family.

Living/Sleeping Room: To be eligible for the HQS space requirement of a one bedroom, and to permit a family to use the living room as a sleeping room, the room must have:

a. an operable, lockable window, and;
b. two electrical outlets

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the HUD Secretary with adjustments for smaller and larger families. [1937Act]

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufactured home space: In manufactured home space rental: A space leased by a landlord to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Minor: A person less than eighteen (18) years of age.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of $1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

National Repository: This is a HUD sponsored data base accessed by PHA's through the Enterprise Income Verification System (EIV) that warehouses information for up to ten years relevant to debts owed to PHA's and adverse terminations from programs sponsored by the United States Department of Housing and Urban Development, Office of Public and Indian Housing.

Near-elderly family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; 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.

Net family assets: These assets are determined as follows:

a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
c. In determining net family assets, the PHA shall include the value of any business or family assets disposed of by an applicant or participant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or participant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): The Federal Register document that invites applications for funding that HUD distributes by competitive process. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy standards: The standards that the PHA establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other Sleeping Room: To qualify as a "sleeping room", the room must have:

a. an operable, lockable window/door to allow for egress from the unit,
b. must be internally accessible to kitchen and bathroom facilities (e.g., family room, den, room addition, etc.)

Landlord: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to the PHA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the PHA sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

a. Has a disability as defined in Section 223 of the Social Security Act,

   "Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

   In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

   (1) is expected to be of long-continued and indefinite duration,

   (2) substantially impedes his or her ability to live independently, and

   (3) is of such a nature that such ability could be improved by more suitable housing conditions, or

c. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act.

   "Severe chronic disability that:

   (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

   (2) is manifested before the person attains age 22;

   (3) is likely to continue indefinitely;

   (4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive

language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

(5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages landlords of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Ratio Utility Billing System: The Arizona Residntial Landlord Act affords landlords the opportunity to charge separately for gas, water, wastewater, solid waste removal or electricity by installing a submetering system or by allocating the charges separately through a ratio utility billing system. The landlord may opt to use a ratio utility billing system such as by per tenant, livable square footage, per type of unit, per number of water fixtures or any other method that fairly allocates charges to tenants. The lease or an addendum thereto must contain specific description of the utility billing method including administrative fess.

Reasonable rent: A rent to landlord that is not more than charged: (a) for comparable units in the private unassisted market, and (b) for a comparable unassisted unit in the premises.

Receiving Public Housing Authority: In portability, a Public Housing Authority that receives a family selected for participation in the tenant-based program of another PHA. The receiving Public Housing Authority issues a voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent: The actual amount due, calculated on a monthly basis under a lease or occupancy agreement between a family and the family's current landlord, and in the case of utilities purchased directly by tenants from utility providers.

Rent Reasonableness Limitation: The PHA is required to certify for each assisted Section 8 Existing unit assisted that the contract rent is reasonable in relation to comparable units on the private unassisted market and not in excess of rents currently being charged for comparable unassisted units owned by the same landlord.

Rent to landlord: The monthly rent payable to the landlord under the lease. Rent to landlord covers payment for any housing services, maintenance, and utilities that the landlord is required to provide and pay for.

Resident of area: A family living in the PHA's jurisdiction, working in the PHA's jurisdiction, or notified that they are hired to work in the PHA's jurisdiction. The length of time the family has lived or worked in the jurisdiction may not be considered.

Systematic Alien Verification for Entitlements: A data base developed by the United States Department of Homeland Security to assist in making a determination of citizenship status accessed through the EIV System...

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the PHA waiting list, or admission without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the PHA and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:

a. 30% of the family's monthly adjusted income;

b. 10% of the family's monthly income;

c. Minimum rent; or

d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

Utility allowance: The cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit. An amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to landlord. It is only paid when the housing assistance payment exceeds the rent to landlord. In the certificate program, the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit; an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Verification:

a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The four types of verification are:

(1) Upfront Income Verification (UIV)

(2) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.

(3) Documentation such as a copy of a birth certificate or bank statement

(4) Family certification or declaration (only used when third party or documentation verification is not available)

Very low-income families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937 Act]

Violence Against Women Act (VAWA): The Violence Against Women Act of 2006 addresses the housing needs of victims of domestic violence, dating violence, sexual assault, and stalking. Victims of domestic violence, dating violence, sexual assault, and stalking will:

1) not be denied admission to the Housing Choice Voucher (HCV) Program or be denied placement on the HCV Waiting List; or
2) not have their housing assistance terminated; or
3) not be denied portability moves.

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.

Voucher (rental voucher): A document issued by a Public Housing Authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for PHA approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the PHA waiting list. [24 CFR 982.4]

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. [24 CFR 5.603(d)]

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Welfare -to-Work (MTW) families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
EIV	Enterprise Income Verification System
EPA	Environmental Protection Agency
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HCV	Housing Choice Voucher
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
LBP	Lead-Based Paint
INS	(U.S.) Immigration and Naturalization Service
IRS	Internal Revenue Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
RTA	Request for Tenancy Approval

RUB	Ration Billing System
SAVE	Systematic Alien Verification for Entitlements
SSA	Social Security Administration
SWICA	State Wage Information Collection Agencies
TTP	Total Tenant Payment
VAWA	Violence Against Women Act