



CITY OF TUCSON
HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT
ADMINISTRATION DIVISION

SUMMARY OF CHANGES

HOUSING CHOICE VOUCHER PROGRAM

ADMINISTRATIVE PLAN

FISCAL YEAR 2020

July 1, 2019

PHA Mission – 1-I.C – page 1-2

PHA Policy

Providing opportunities that empower people and strengthen our community



Live-in-aide – 3-I.M. – page 3-9

PHA Policy

The PHA decision to permit the addition of a Live-in Aide to a voucher household shall be based upon

The following:

1. A family's request for a live-in aide must be made in writing.
 - a. The written verification be required from a qualified medical practitioner that verifies that the live-in aide is needed because of the disability (ie: a doctor, or licensed professional)
2. The person to be assisted by the live-in aide qualifies as an Individual with a disability as
3. defined at 24 CFR part 8.3;
4. That the individual proposed as the Live-in Aide possesses the skills and ability needed to provide the services needed by the person with a disability as verified by the qualified Medical practitioner;
5. That the live-in aid is essential for the care and well-being of the elderly, near-elderly, or disabled family member
6. That a person already residing in the unit (such as a spouse, boyfriend, girlfriend, adult child, or minor) cannot be a live-in aide (since they are living in the unit anyway).
7. That the live-in aide cannot have another place to live since he/she is verified to be necessary to provide care on a live-in basis and is supposed to live in the unit. A live-in aide may have a job outside the assisted unit if the disabled individual's qualified medical practitioner certifies that the outside employment will not affect the care and services to be provided to the person assisted.
8. The live-in aide must to attend the annual recertification appointments with the Head of Household and the PHA must determine annually the eligibility of the household for a Live in Aide.
9. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide will not be considered as a family member on the voucher, his/her income will not be counted for eligibility or rent purposes, and the live-in aide cannot receive the voucher as a "remaining member of a tenant/client family."
10. The Live-In Aide must meet the PHA's screening criteria. Further, the live-in aide must not currently owe rent or other amounts to the PHA or any other housing authority in connection with any HCV or Public Housing programs.
11. For continued approval, the family must submit a new, written request-subject to PHA verification-at each annual reexamination.
12. The family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

The PHA will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 982.316(b)]: (changes are in "**bold**")

- The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The person commits drug-related criminal activity or violent criminal activity;
- **The person is currently listed as a family member**
- **The person was previously listed as a family member within the past twelve months**



- The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.



Restrictions on Elective Moves - 10-I.B. [24 CFR 982.314(c)] - Page 10-4

HUD regulations permit the PHA to prohibit any elective move by a participant family during the family's initial lease term. They also permit the PHA to prohibit more than one elective move by a participant family during any 12-month period. However, such prohibitions, if adopted, do not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member. (For the policy on documentation of abuse, see section 10-I.A.) In addition, the PHA may not establish a policy permitting moves only at reexamination [Notice PIH 2016-09].

PHA Policy

The PHA will deny a family permission to make an elective move during the family's initial lease term. This policy applies to moves within the PHA's jurisdiction or outside it under portability.

The PHA will also deny a family permission to make more than one elective move during any 12-month period. This policy applies to all assisted families residing in the PHA's jurisdiction.

The PHA will consider exceptions to these policies for the following reasons: to protect the health or safety of a family member (e.g., lead-based paint hazards, domestic violence, witness protection programs), to accommodate a change in family circumstances (e.g., new employment, school attendance in a distant area), or to address an emergency situation over which a family has no control.

In addition, the PHA will allow exceptions to these policies for purposes of reasonable accommodation of a family member who is a person with disabilities (see Chapter 2) or for participants of the Veteran's Affairs Supportive Housing Voucher Program when supported by the Veteran's Administration caseworker.

Unless otherwise approved by the Housing Choice Voucher Program Administrator or his/her designee, mutual rescissions of a lease between tenant and landlord are not allowed. A participant who chooses to rescind a current lease with a landlord without Authority approval may be subject to termination of assistance.

10-I.C. MOVING PROCESS

Notification

If a family wishes to move to a new unit, the family must notify the PHA and the owner **60 days in advance** before moving out of the old unit or terminating the lease on notice to the owner [24 CFR 982.314(d)(2)]. If the family wishes to move to a unit outside the PHA's jurisdiction under portability, the **60 day** notice to the PHA must specify the area where the family wishes to move [24 CFR 982.314(d)(2), Notice PIH 2016-09]. The notices must be in writing [24 CFR 982.5].

Approval

PHA Policy

Upon receipt of a family's **60 day** notification that it wishes to move, the PHA will determine whether the move is approvable in accordance with the regulations and policies set forth in sections 10-I.A and 10-I.B. The PHA will notify the family in writing of its determination within 10 business days following receipt of the family's notification.

Moves within the PHA's jurisdiction:



1. Other than the exceptions noted above, families will be eligible to move within the Authority's jurisdiction with continued assistance only if they:
 - a. currently live in the Authority's jurisdiction; and
 - b. hold a valid Housing Voucher; and
 - c. are eligible to move; and
 - d. have not violated any Family obligations; and
 - e. do not owe the Authority any money; and f. their current landlord indicates that they are fully lease compliant; and
 - g. are moving at or after the date of their Annual Recertification of Income and Family Circumstances and/or at the end of their lease term if the lease term is not in conjunction with the scheduled Annual Recertification.
2. A family that wants to move with continued assistance must vacate the unit in compliance with the lease and provide proper notice to the owner (as required under the lease) and to the Authority, but not before the voucher has been issued.
3. Failure to provide such notice will result in termination of assistance due to failure to comply with the family obligation.
4. Families that want to move must request a moving packet and must attend a move briefing. Priorities for scheduling families for the move briefings are as follows:
 - a. Uninhabitable unit, including catastrophic disasters, uncorrected owner-caused HQS failures, and overcrowding as defined in HQS.
 - b. Disability-related need, as documented by a qualified medical practitioner.
 - c. Mobility moves, defined as moves from neighborhoods impacted by income to neighborhoods not impacted by income;
 - d. Reduction in the family's voucher size that results in the family paying excessive rent.
 - e. Upward change in the family's voucher size that allows the family to lease a larger unit.
 - f. Voluntary moves after the first 12 months of occupancy. g. All other moves.
5. If the family is eligible to move, has not violated their Program Obligations or Lease Agreement, and does not owe the Authority money, the family will be offered a new voucher to search for another unit.
6. At any time, the Authority may deny permission to move due to the following if:
 - a. The family does not notify the PHA, and the owner before the family moves out of the unit or terminates the lease.
 - b. The family does not allow the PHA and the owner to inspect/repair the unit at reasonable times and after reasonable notice.
 - c. The family is verified to be responsible for an HQS failure.



- d. The family is verified to have committed any serious or repeated violations of the lease.
- e. The family owes the PHA or another PHA money for any reason.
- f. The PHA does not have sufficient funding for continued assistance.
- g. The family is verified to have violated any Family Obligation.
- h. For any other HUD-allowed reason.

7. Families who intentionally cause their assisted unit to fail Housing Quality Standards will not be eligible to receive another Housing Voucher to relocate to another unit and will be terminated from the program.

8. The PHA will not issue a voucher to a family who wishes to move due to an eviction action initiated by the owner. Both the owner and the family are required to notify the Authority whenever an eviction is filed. Housing assistance payments will continue until the court date, unless payments have been abated for owner-caused HQS violations. If the court rules that the family was evicted for violating the terms of the lease, including failure to pay rent, the family is ineligible for further assistance and will be terminated from the HCV program. If the court rules for the family, the family is eligible to receive another voucher. If the family with permission to move does not locate a new dwelling unit to move into, they will be required to submit an Agreement to Continue the Assisted Tenancy, and the assisted tenancy may be extended for any reasonable period of time mutually agreed upon by owner and tenant. In the absence of the Agreement to Continue the Assisted Tenancy, HAP payments and the HAP contract will terminate at the end of the notice issued by the tenant.

Reexamination of Family Income and Composition

PHA Policy

For families approved to move to a new unit within the PHA's jurisdiction, the PHA will not perform a new annual reexamination in accordance with the policies set forth in Chapter 11 of this plan.

Note: PHA uses Action code 7 on the 50058.

For families moving into or families approved to move out of the PHA's jurisdiction under portability, the PHA will follow the policies set forth in Part II of this chapter.

Voucher Issuance and Briefing

PHA Policy

The PHA will brief all Families entering the Housing Choice Voucher Program for the first time, relocating Families, and Families porting into the City of Tucson (Housing Choice Voucher participants that transfer from another housing authority).

The PHA will follow the policies set forth in Chapter 5 on voucher term, extension, and expiration. If a family does not locate a new unit within the term of the voucher and any extensions, the family may remain in its current unit with continued voucher assistance if the owner agrees and the PHA approves. Otherwise, the family will lose its assistance.



1. Conducting a Briefing: Briefing attendance is mandatory. Applicants/participants will receive written or telephone notification of the date, time and location of the scheduled briefing. Applicant must call 24 hours prior to the scheduled briefing to reschedule. A maximum of two (2) appointments shall be granted per applicant/participant. Any Applicant that does not attend one of the two sessions shall have his/her application withdrawn. Applicants whose applications are withdrawn are not entitled to an Informal review. Briefings may be conducted in group sessions or individually.

The PHA may conduct individual briefings as a reasonable accommodation if needed by persons with disabilities.

Briefings may be conducted in the evenings and on weekends to accommodate applicants who work.

In limited circumstances, the PHA may notify applicants, participants via telephone of the required briefings. In such circumstance, the file will be documented to indicate when the oral notification was made, the person who made the oral notification, the number contacted, the person contacted, and the reason for the oral notification. Applicants/participants who were not reachable when oral notification was attempted will not be withdrawn from the wait list nor terminated from the HCV Program.

The PHA may hold a combined briefing and voucher issuance session.

2. Briefing Information: In addition to the HUD-required information provided during the briefings, the PHA strongly encourages Section 8 Housing Choice Voucher Families to seek housing in non-poverty areas by providing:

- a. information or access to the addresses of units available to Section 8 Housing Choice Voucher Families, as well as the Landlords' name, and telephone numbers;**
- b. information on individual units available for lease;**
- c. individual counseling and information about public transportation to view units;**
- d. information on neighborhood amenities, including information on crime, schools, day care, health care and public transportation; and**
- e. counseling to Families on program matters, and in instances of alleged program discrimination.**



Interim Changes in Family and Household Composition – 11-II.B. – page 11-8

Clarify when an interim change will be conducted.

The family is required to report the following in writing to the PHA within ten (10 calendar days of the change/request for change:

1. A family member is added by birth, adoption or court-awarded custody, with or without increased income.
2. The family requests permission to add a member by any method other than birth, adoption or court-awarded custody.
 - a. Additional family or household members must be authorized by the PHA in writing and approved by the owner in writing through an amendment to the lease agreement.
 - i. Failure on the part of the owner to approve an additional Family Member to the assisted unit does not constitute automatic grounds for the PHA to issue a new Housing Voucher to the family to facilitate their moving to another unit. Instead, it means that addition of the requested family member is a lease violation and may subject the family to lease termination and termination of assistance.
 - ii. If the PHA determines that an individual does not meet the PHA's eligibility criteria or documentation requirements, the PHA will notify the family in writing of its decision to deny approval of the family or household member.
 - iii. The PHA will make its determination with 10 business days of receiving all information required to verify the individual's eligibility
 - b. Persons age 18 or older may be approved for addition to the family even if the voucher size for which the family qualifies for will increase. Upon approval, they will be subject to the same criminal history screening used for all applicants. **Only one such person may be added to any family during their term as voucher holders.**
 - c. An adult family member who has been removed from the lease at the family's request may not re-enter the household until the next annual recertification and then only if the voucher size for which the family qualifies for will not increase.
 - d. The PHA may permit the admission of other household member who were not party to the lease, with written owner approval, based on the following criteria and provided the member is program eligible and the addition of the member will not disqualify the family for the size of voucher they are currently assisted under:
 - i. Relationships consistent with the PHA's definition of family
 - ii. Temporary custody of foster children
 - iii. Other family member additions (e.g. marriage, civil union, domestic partnership, or kinship)
 - iv. Other household members (e.g. live-in-aide, foster child, or foster adult)
 1. Additional family or household members may not move in with the family until approval has been granted.
 - e. Assisted families, whose head, spouse or other family member has become disabled since move-in, will have the opportunity to request a reasonable accommodation to increase the voucher size, to obtain the proper care or assistance
3. Remove a family/household member - All requests to remove a family or household member must be submitted within 10 business days of the family or household member moving or being removed from household. The request must be accompanied with the supporting documentation that the member to be removed has another address. Examples of such documentation could include utility bills in the name of



Interim Changes in Family and Household Composition – 11-II.B. – page 11-8 (contd)

the subject, canceled checks verifying payment of rent, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location.

4. If a change in family composition results in an increase or decrease to the family's voucher size and payment standard, the appropriate size will be used at the next annual re-certification and/or move, whichever comes first.



HAP Contract Payments – 13-II.C – page 13-14 & 15 – General

During the term of the HAP contract, and subject to the provisions of the HAP contract, the PHA must make monthly HAP payments to the owner on behalf of the family:

1. HAP disbursements shall be deposited directly into the Landlord’s bank account by the fifth business day of every month.
 - a. After the initial payment is rendered in the form a check all remaining transactions will be in the form of an Electronic Funds Transfer (EFT). Failure to submit fully executed EFT forms will result in a delay in payment, without the ability to enforce late fees.
 - b. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit cannot exceed ten days.
2. All HAP payments made by the PHA to the Landlord are deemed received by the Landlord when the funds are wired by the PHA to the Landlord’s bank.
3. If a lease term begins after the first of the month, the HAP payment for the first month is prorated for a partial month.
4. The PHA can recover overpayments by deducting from the HAP disbursement.
 - a. If the owner receives any excess HAP from the PHA, the excess amount must be returned immediately. If the PHA determines that the owner is not entitled to all or a portion of the HAP, the PHA may recover the amount of overpayment from any amounts due to the owner, including amounts due under any other Section 8 HCV contract. See Chapter 16 for additional detail on owner reimbursement of HAP overpayments.
5. The PHA must notify the owner and the family in writing of any changes in the HAP payment.
6. HAP payments can be made only during the lease term, and only while the family is residing in the unit.
7. The family is not responsible for payment of the HAP payment, and the PHA is not responsible for payment of the family share of rent.
8. The family’s share of the rent cannot be more than the difference between the total rent to the owner and the HAP payment. The owner may not demand or accept any rent payment from the tenant in excess of this maximum [24 CFR 982.451(b)(4)]. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)]. See chapter 9 for a discussion of separate, non-lease agreements for services, appliances and other items that are not included in the lease.

Owner Certification of Compliance

Unless the owner complies with all provisions of the HAP contract, the owner is not entitled to receive housing assistance payments under the HAP contract [HAP Contract – Form HUD-52641].

By endorsing the monthly payments from the PHA, the owner certifies to compliance with the terms of the HAP contract. This includes certification that the owner is maintaining the unit and premises in accordance with HQS; that the contract unit is leased to the tenant family and, to the best of the owner’s knowledge, the family resides in the unit as the family’s only residence; the rent to owner does not exceed rents charged by the owner for comparable unassisted units on the premises; and that the owner does not receive (other than rent to owner) any additional payments or other consideration for rent of the contract unit during the HAP term.



Repayment Agreement – 16-IV.B

Payment Thresholds

Notice PIH 2010-19 acknowledges that PHAs have the discretion to establish “thresholds and policies” for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].

***PHA Policy**

The maximum amount for which the PHA will enter into a payment agreement with a family is \$7,500.

An amount below the \$7,500 will be eligible for a repayment agreement to the agency so that the participant may retain their housing.

If a repayment agreement is to be entered into, the PHA will require that the family pay an initial 30% lump sum with the remaining balance to be paid in equal payments over a period of time not to exceed 12 months.

Payment plans beyond the 1-year agreement may be considered in cases of family hardship and if requested with reasonable notice from the family with verification of the hardship, and the approval of the supervisor.

The PHA will retain the requirement that amounts under \$100 be paid in full and are not eligible for a repayment agreement.

If a family can provide evidence satisfactory to the PHA that the threshold applicable to the family’s debt would impose an undue hardship, the PHA may, in its sole discretion, determine that a lower monthly payment amount is reasonable. In making its determination, the PHA will consider all relevant information, including the following:

The amount owed by the family to the PHA

The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family’s control

The family’s current and potential income and expenses

The family’s current family share, as calculated under 24 CFR 982.515

The family’s history of meeting its financial responsibilities

Due Dates

All payments are due by the close of business on the 1st day of the month. If the 1st does not fall on a business day, the due date is the close of business on the first business day after the 1st

Late or Missed Payments

If a payment is not received by the close of business, by the 15th of the month, it is considered late and a breach of the agreement. The PHA may:

- Require the family to pay the balance in full
- Pursue civil collection of the balance due
- Terminate the housing assistance



- Grant an extension of 30 calendar days (for extenuating circumstance only)

The PHA will send the family a delinquency notice giving the family 10 business days to make the late payment.

- If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the PHA will terminate assistance in accordance with the policies in Chapter 12.

If a family receives two delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered in default, and the PHA will terminate assistance in accordance with the policies in Chapter 12.

