



**ADMINISTRATIVE PLAN  
FOR THE HOUSING CHOICE  
VOUCHER PROGRAM**

**Housing Authority of the  
County of Riverside**

**Effective July 1, 202~~2~~3**  
**Revised ~~December 14, 2021~~**

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## Chapter 1

### STATEMENT OF POLICIES AND OBJECTIVES

#### 1.1 INTRODUCTION

The Housing Choice Voucher (Section 8) Program (“HCV Program” or “HCV”) was enacted as part of the Housing and Community Development Act of 1974 (Act), which re-codified 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.

Administration of the Housing Choice Voucher Program and the functions and responsibilities of the Housing Authority of the County of Riverside (“HA”, “Housing Authority”, “HACR”, and “PHA” herein) staff shall be in compliance with the United States Department of Housing and Urban Development’s (HUD) Housing Choice Voucher Program Regulations as well as federal, state and local fair housing laws and regulations.

The HA is committed to the goals and policies contained in the Housing Element of the General Plan for the County of Riverside (County) and the County of Riverside Consolidated Plan.

#### 1.2 PURPOSE OF THE PLAN

The purpose of this Administrative Plan for the Housing Choice Voucher Program (Plan) is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and continued participation for the Housing Choice Voucher Program. ~~(Plan).~~

The HA is responsible for complying with all changes in HUD regulations pertaining to these programs. Capitalized terms not defined within the Plan may have the meaning ascribed to such terms in Appendix A “Glossary” attached hereto and incorporated herein by this reference. If such changes conflict with this Plan, HUD regulations will have precedence.

#### 1.3 SERVICE POLICY/ACCOMMODATIONS

The policies discussed herein are applicable to all situations described in this Administrative Plan when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

It is the policy of this HA to be customer service oriented in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

The HA’s policies and practices are designed to provide assurances that all persons with disabilities will be provided accommodations, whenever reasonable, so that they may have equal access to the housing programs and related services. Persons requiring special accommodations due to a disability must notify the HA of their needs.

In matters where the HA has discretion, waivers to existing policy shall be determined by the Executive Director or designee. Furthermore, if registrants require a reasonable accommodation ~~they~~~~he or she~~they will need to submit ~~a request~~~~requests~~request to the Housing Authority and participants will submit reasonable accommodation requests to ~~there~~~~his or her~~there assigned



caseworker.

#### **1.4 TRANSLATION OF DOCUMENTS**

The HA will provide verbal translation of documents into Spanish, as well as other languages.

#### **1.5 FAMILY OUTREACH**

It is the goal of the HA to assure that participating families in the Program are representative of the County's targeted population groups, as identified in the Consolidated Plan of its area of operation. The HA will publicize and disseminate information to make known the availability of housing assistance and related services for low income families on an as needed basis. The HA will publicize the availability and nature of housing assistance for low income families in a newspaper of general circulation, minority media, through the HA's website at [www.harivco.org](http://www.harivco.org) and by other suitable means (such as distributing information to non-profit agencies within the County).

#### **1.6 PRIVACY RIGHTS AND PROVIDING INFORMATION TO OWNERS**

The HA's policy regarding release of information is in accordance with state and local laws which restricts the release of family information.

The HA's practices and procedures are designed to safeguard the privacy of applicants, program participants, and participating owners or property managers. All applicant and participant hard files and imaged files will be stored in a secure location that is only accessible by authorized staff. Owner records will be filed and/or imaged with the participant's file.

In accordance with HUD requirements, the HA will furnish prospective owners with the name, address and phone number of current and prior landlords of applicants and participants for tenant screening purposes. This information will be based on the contact data provided to the HA.

#### **1.7 EQUAL OPPORTUNITY**

The HA practices equal opportunity in hiring, promotion and conditions of employment. The HA will comply with the equal opportunity housing requirements in regard to non-discrimination in housing.

#### **1.8 SPECIAL HOUSING TYPES**

HUD regulations permit, but do not generally require, HA to allow families to use voucher assistance in a number of special housing types in accordance with the specific requirements applicable to those programs. The special housing types include single room occupancy (SRO) housing, congregate housing, group home, manufactured home space (where the family owns the manufactured home and leases only the space), cooperative housing and homeownership option. The regulations require the HA to permit use of any special housing type if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

All units must pass Housing Quality Standards [[HQs and/or National Standards for the Physical Inspection of Real Estate\(NSPIRE\)](#)]-as outlined in the Code of Federal Regulations. Except where specifically regulated, all HA policies in this Administrative Plan also apply to the aforementioned special housing types.

#### **1.9 RULES AND REGULATIONS**

The purpose of this Plan is to set forth and define the HA's local policies for operation of the housing programs in the context of federal laws and regulations. All issues related to the HCV Program not addressed in this document are governed by applicable federal regulations, HUD memos, notices and guidelines, or other applicable law, including, but not limited to, 24 CFR PART 982 et seq. and 24 CFR PART 983 et seq., 24 CFR PART 984 et. seq., and 24 CFR PART 5, et seq. (collectively "regulations" or "Regulations").

**1.10 JURISDICTION**

The HA's area of operation is all of the incorporated and unincorporated cities and areas in the County of Riverside.

**1.11 MONITORING PROGRAM PERFORMANCE**

The HA will monitor program performance in compliance with the Annual Contributions Contract and other applicable laws, regulations and guidelines. It is the HA's objective to receive the highest rating from HUD using the Section Eight Management Assessment Program (SEMAP).

The HA will monitor Housing Quality Standards [HQS and/or National Standards for the Physical Inspection of Real Estate(NSPIRE)] in accordance with the Code of Federal Regulations 24 CFR Part 982, by conducting quality control inspections in an amount necessary to meet HUD requirements.

**1.12 PROGRAM INTEGRITY MONITORING (PIM)**

The Housing Authority of the County of Riverside administers Program Integrity Monitoring (PIM). The purpose of PIM is to ensure that public funds are paid only on behalf of qualified and eligible participants, and to landlords and owners who comply with all contract provisions in accordance with federal regulations. (Refer to Chapter 20)

PIM also staffs a toll-free fraud hotline (800) 300-0439. Through this hotline, the public can anonymously report any suspected participant/owner/employee fraud. The fraud hotline number is also available at [www.harivco.org](http://www.harivco.org).

**1.13 REQUESTS FOR INFORMATION FROM FILES**

The HA will make public records available to all persons, unless otherwise exempted from disclosure by applicable law. Copies of disclosable public records may be purchased from the HA or they can be viewed at no charge at the HA offices during normal business hours. The HA charges \$0.50 for the first page copied and \$0.10 for each additional page thereafter. To the extent permitted by law, under certain circumstances the HA may recover additional costs in connection with retrieving electronic data.

**1.14 USE OF ADMINISTRATIVE FEE RESERVE**

The HA Board of Commissioners must authorize any withdrawal from administrative fee reserves proposed through the annual budget approval process. The Board of Commissioners must authorize any amount in excess of \$75,000 per occurrence that is used during the fiscal year in addition to the previously approved amount.

**1.15 CODE OF CONDUCT**

All HA employees are expected to abide by the Code of Conduct for the HA, which is included as Appendix B of this document.

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## Chapter 2

### ELIGIBILITY FOR ADMISSION

#### 2.1 INTRODUCTION

This chapter defines the HUD and HA criteria for admission and denial of admission to the Program. The policy of the HA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The HA staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the HA pertaining to their eligibility.

To be eligible for participation, an applicant must meet HUD criteria, as well as any permissible additional criteria established by the HA, i.e., Policy on Prohibited Criminal Activity (see Appendix C), and established local preferences (see Chapter 4).

The family's placement on the waiting list will be made in accordance with their registration date, and self-disclosed preferences.

#### 2.2 QUALIFICATION AS A FAMILY

(24 CFR 5.403)

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

- A single (one) person, who may be an elderly person, a displaced person, disabled person, near-elderly person, or any other single person; or
  - Section 103(a) of Fostering Stable Housing Opportunities (FSHO) amended the definition of "family" at section 3(b)(3)(A) of the U.S. Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(A)) to clarify that a family may include families consisting of a single person who is a youth described in section 8(x)(2)(B) of the U.S. Housing Act of 1937 (42 U.S.C. 1437f(x)(2)(B)). Implementation Action. This statutory change was effective as of the date of enactment of FSHO (i.e., December 27, 2020).
- A group of persons residing together and such group includes, but is not limited to:
  - A family with or without minor(s) (a minor who is temporarily away, 182 days or less, from the home because of placement in foster care is considered a member of the family)
  - An elderly family
  - A near-elderly family
  - A disabled family
  - A displaced family; and
  - The remaining member of a tenant family

##### 2.2.1 Head of Household

The head of household is the adult member of the household who is designated by the family, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under state/local law. Emancipated minors who qualify under state law may be recognized as the head of household.

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### **2.2.2 Students Enrolled in Institutions of Higher Education (24 CFR 5.612 and FR Notice 4/10/06, FR Notice 9/21/16)**

Section 327 of Public Law 109-115 and the implementing regulation at 24 CFR 5.612 established new restrictions on the eligibility of certain students (both part-time and full-time) who are enrolled in institutions of higher education. If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the student's eligibility must be examined along with the income eligibility of the student's parents. In these cases, both the student and the student's parents must be income eligible for the student to receive HCV assistance. If, however, a student in these circumstances is determined independent from his/her parents in accordance with HA policy, the income of the student's parents will not be considered in determining the student's eligibility. The new law does not apply to students who reside with parents who are applying to receive HCV assistance. It is limited to students who are seeking assistance on their own, separately from their parents.

#### **Definitions**

In determining whether and how the new eligibility restrictions apply to a student, the HA will rely on the following definitions [FR 4/10/06].

#### **Dependent Child**

In the context of the student eligibility restrictions, dependent child means a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of dependent in 24 CFR 5.603, which states that the dependent must be a member of the assisted family, other than the head of household or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. Foster children and foster adults are not considered dependents.

#### **Independent Student**

The HA will consider a student "independent" from his or her parents and the parents' income will not be considered when determining the student's eligibility if the following four criteria are all met:

1. The individual is of legal contract age under state law.
2. The individual has established a household separate from his/her parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of independent student.

To be considered an independent student according to the Department of Education, a student must meet one or more of the following criteria:

- The individual is at least 24 years old by December 31 of the award year for which aid is sought
- The individual is an orphan, in foster care, or a ward of the court, or was an orphan, in foster

care, or ward of the court at any time when the individual was 13 years of age or older

- The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence
- The individual is a veteran of the U.S. Armed Forces or is currently serving on active duty in the Armed Forces for other than training purposes
- The individual is a graduate or professional student
- The individual is married
- The individual has one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent)
- The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as unaccompanied, at risk of homelessness, and self-supporting by:
  - A local educational agency homeless liaison
  - The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director
  - A financial aid administrator
- The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances
- The individual was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms or the student's FAFSA.
- The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

If the HA determines that an individual meets the definition of a vulnerable youth such a determination is all that is necessary to determine that the person is an independent student for the purposes of using only the student's income for determining eligibility for assistance.

### **Institution of Higher Education**

The HA will use the statutory definition under section 102 of the Higher Education Act of 1965 to determine whether a student is attending an institution of higher education.

### **Parents**

For purposes of student eligibility restrictions, the definition of parents includes biological or adoptive parents, stepparents (as long as they are currently married to the biological or adoptive parent), and guardians (e.g., grandparents, aunt/uncle, godparents, etc).

### **Person with Disabilities**

The HA will use the statutory definition under section 3(b) (3)(E) of the 1937 Act to determine whether a student is a person with disabilities.

### **Vulnerable Youth**

A vulnerable youth is an individual who meets the U.S. Department of Education's definition of independent student in paragraphs (b), (c), or (h), as adopted in Section II of FR Notice 9/21/16:

- The individual is an orphan, in foster care, or a ward of the court, or was an orphan, in foster care, or ward of the court at any time when the individual was 13 years of age or older
- The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence
- The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as unaccompanied, at risk of homelessness, and self-supporting by:
  - A local educational agency homeless liaison
  - The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director
  - A financial aid administrator

### **Determining Student Eligibility**

If a student is applying for assistance on his/her own, apart from his/her parents, the HA must determine whether the student is subject to the eligibility restrictions contained in 24 CFR 5.612. If the student is subject to those restrictions, the HA must ensure that: (1) the student is individually eligible for the program, (2) either the student is independent from his/her parents or the student's parents are income eligible for the program, and (3) the "family" with which the student is applying is collectively eligible for the program.

For any student who is subject to the 5.612 restrictions, the HA will:

- Follow its usual policies in determining whether the student individually and the student's "family" collectively are eligible for the program
- Determine whether the student is independent from his/her parents in accordance with the definition of independent student in this section

- Follow the policies below, if applicable, in determining whether the student’s parents are income eligible for the program

If the HA determines that the student, the student’s parents (if applicable), or the student’s “family” is not eligible, the HA will send a notice of denial in accordance with the policies in Chapter 15 (Denial or Termination of Assistance), and the applicant family will have the right to request an informal review in accordance with the policies in Chapter 18 (Complaints and Appeals).

### **Determining Parental Income Eligibility**

For any student who is subject to the 5.612 restrictions and who does not satisfy the definition of independent student in this section, the HA will determine the income eligibility of the student’s parents as follows:

- If the student’s parents are married and living together, the HA will obtain a joint income declaration and certification of joint income from the parents.
- If the student’s parent is widowed or single, the HA will obtain an income declaration and certification of income from that parent. If the student’s parents are divorced or separated, the HA will obtain an income declaration and certification of income from each parent.
- If the student has been living with one of his/her parents and has not had contact with or does not know where to contact his/her other parent, the HA will require the student to submit a certification under penalty of perjury describing the circumstances and stating that the student does not receive financial assistance from the other parent. The HA will then obtain an income declaration and certification of income from the parent with whom the student has been living or had contact.

In determining the income eligibility of the student’s parents, the HA will use the income limits for the jurisdiction in which the parents live.

### **2.2.3 Live-In Aide (24 CFR 5.403 and 24 CFR 982.316)**

A family that consists of one or more elderly, near-elderly or disabled persons may request that the HA approve a live-in aide to reside in the unit and provide necessary supportive services for a family member who is a person with disabilities. The HA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR Part 8 to make the program accessible to and usable by the family member with a disability. The Housing Authority will verify whether a live-in aide is required by sending a 3<sup>rd</sup> party verification to the specified licensed professional. If the licensed professional indicates on the 3<sup>rd</sup> party that the need for a live in aide is permanent, the verification will be renewed every 5 years at the annual recertification. If the 3<sup>rd</sup> party indicates that the need for a live-in aide is temporary, the verification will be renewed annually. Note: At time of relocation, in either case, staff will need to determine if a new verification is required in order to be compliant with the timeframes above.

Live-in aide means a person 18 years or older who resides with one or more elderly persons, near-elderly or disabled persons, and who:



1. Is determined by the HA to be essential to the care and wellbeing of the person,
2. Is not obligated for the support of the person(s),
3. Would not be living in the unit except to provide the necessary supportive services.
4. Is required by a medical professional
5. Is not a member of the assisted family and is not entitled to the HCV as the remaining member of the tenant family
6. See PIH Notices 2008-2, 2009-22, and 2010-51 (HA) for live-in aide provisions.

Occasional, intermittent, multiple or rotating care givers do not meet the definition of a live-in aide since 24 CFR Section 982.402(b)(7) implies live-in-aides must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards established by ~~the~~ PHA. Therefore, regardless of whether these caregivers spend the night, an additional bedroom should not be approved (PIH 2008-20 (HA), PIH 2009-22 (HA)-7, and PIH 2010-51 (HA)).

The Housing Authority may only approve one additional bedroom subsidy for a live-in aide. Although a live-in aide may have approved family member/s live with him/her in the assisted unit, no additional bedrooms will be provided for the family members of the live-in aide. The HA must ensure that housing quality standards (HQS and/or NSPIRE) will not be violated and that there will be no more than two people per bedroom or living/sleeping space in the unit in accordance with 24 CFR § 982.401(d)(2)(ii). If the approval of additional family members of a live-in aide would result in the violation of HQS, the additional family members of the live-in aide may not be approved. PIH 2010-51.

A live-in aide is treated differently than family members:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
2. Live-in aides will not be considered as a remaining household member of the tenant family or be entitled to any housing assistance independent of the participant and will sign a certification to that effect.

At any time, the HA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, if:

1. The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; or
2. The person violates the Policy on Prohibited Criminal Activity; or
3. The person currently owes rent or other amounts to the HA or to another HA in connection with Housing Choice Voucher Program or Public Housing Assistance under the 1937 Act; or
4. The live-in aide requires a live-in aide or care provider for themselves; or
5. The Head of Household (HOH) requires a live-in aide, the HOH may not be a live-in aide/caretaker for someone else.
6. The live-in aide would not be living in the unit except to provide the necessary supportive services (i.e. spouse/co-head/significant other or parent of a child); or
7. The person is already living in the unit as a household member; or has lived in the unit as a household member within the last 12 months; or
8. The person is under 18 years of age and is not emancipated.

#### **2.2.4 Joint Custody of Minor(s)**

Minors who are subject to a joint custody agreement, but live with one parent at least 51 percent of the time will be considered members of the household. "51 percent of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are trying to claim the minor, the HA will consider court records as the authority for custody. In the absence of court records, the parent whose address is listed in the school records will be allowed to claim the school-age minor as a dependent and as a member of that household.

### **2.3 INCOME LIMITS [24 CFR 982.201 (b) (1)]**

HUD determines income limits for admission to the HCV Program. To be eligible, the applicant must be a family in any of the following categories:

- A "very low income" family;
- A low-income family that is "continuously assisted" under the 1937 Housing Act;
- A low-income family that meets additional eligibility criteria specified in the PHA administrative plan. Such additional PHA criteria must be consistent with the PHA plan and with the consolidated plans for local governments in the PHA jurisdiction;
- A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project. (Section 8(o)(4)(D) of the 1937 Act (42 U.S.C. 1437f(o)(4)(D));
- A low-income 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 as defined in 24 CFR 248.101;
- A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a project subject to a resident homeownership program under 24 CFR 248.173.

Under no circumstance will a family be admitted if they are over the HUD published 50% Area Median Income Limit. If a household goes over the income limit prior to lease up, the applicant is no longer eligible for the program [24 CFR 982.201(b)(4)]. They will be withdrawn from the waiting list and sent a denial letter, notifying them of their right to an informal review. Upon conducting an informal review, if the HA determines that the applicant has experienced an involuntary change of income (within 30 days of the denial notice) which now makes them income eligible, the HA will return the family to the waiting list with their original registration date and the family will be selected again in the future if eligible.

### **2.4 DISCLOSURE OF SOCIAL SECURITY NUMBERS- PIH 2012-10 and 24 CFR 5.216**

All applicants and participants are required to disclose a social security number. The HA will not need to re-verify previously disclosed valid Social Security Numbers (SSNs). PHAs may rely on documentation of the SSN provided by another government agency (federal or state). If a participant is adding a new household member at least 6 years of age or under the age of 6 and who **has an assigned SSN**, the participant must disclose the SSN and provide documentation of the SSN to the HA at the time of request to add such new household member or during the interim re-exam. The new household member **cannot** be added to the family composition until the family has complied with SSN disclosure and verification requirements. Addition of new household members under the age of 6 **without an assigned SSN**, are included as household members and entitled to benefits and the Head of Household is given 90 days to provide documentation of the SSN (with the potential for an

extension of an additional 90 days) if the HA determines that the failure to provide proof of the SSN was due to circumstances outside the family's control. Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

## **2.5 CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS (24 CFR Part 5, Subpart E, Restrictions on Assistance to Noncitizens)**

### **2.5.1 Mixed Families**

An applicant family is eligible for assistance so long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called mixed households. Such applicant families will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination.

### **2.5.2 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.

The HA must deny or terminate assistance for failure to submit evidence or failure to establish citizenship or eligible immigration status in accordance with 24 CFR PART 5 Subpart E – Restrictions on Assistance to Noncitizens and within the framework of HA's policy and procedure.

### **2.5.3 Non-citizen students**

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

### **2.5.4 Appeals**

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

### **2.5.5 Eligible Immigration Status**

The definitions and requirements for eligible immigration status are set forth in Section 214 of the Housing and Community Development Act of 1980, as amended [42 U.S.C. 1436a(a)] and in 24 CFR PART 5, Subpart E – Restrictions on Assistance to Noncitizens. Eligible immigration status is verified by documents designated by the United States Citizenship and Immigration Services (USCIS).

## **2.6 SUITABILITY OF FAMILY**

It is the responsibility of the owner to screen the applicants as to their suitability for tenancy.

## **2.7 CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT**

Changes that occur after the issuance of a HCV, but before the execution of a lease and contract must be reviewed to ensure that under no circumstance will a family be admitted if they are over the HUD published 50% Area Median Income Limit. For example, if a household goes over the income limit prior to lease up, the applicant is no longer eligible for the program and the voucher will be withdrawn [24 CFR 982.201(b)(4)]. They will be notified in writing of their ineligible status and their right to an informal review.

In order to be compliant with regulatory requirements, the Housing Authority will select families from the waiting list to result in a lease up of 75% of the families being at or below 30% of the median income (extremely low income). If a family has a change that results in the family exceeding the 30%

income limits for the family size at the time of verification and up until voucher issuance and/or prior to lease up to 50% of the area median income, the family's income will be updated and they will be returned to the waiting list and notified in writing and family will be eligible for a future selection from the waiting list between 30% and 50% of the income limits (very low income). NOTE: This only applies if the selection from the waiting list is targeted at 30% AMI.

Non-income changes that are reported after voucher issuance will not affect the preference eligibility of the household once the preference criterion has been verified. Upon conducting an informal review, if the HA determines that the applicant has experienced an involuntary change of income (within 30 days of the denial notice) which now makes them income eligible, the HA will return the family to the waiting list with their original registration date and the family will be selected again in the future if eligible.

**2.8 INELIGIBLE FAMILIES**

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizen status. Families who are returned to the waiting list for not meeting preferences are not entitled to an informal review as they have not been found ineligible.

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## Chapter 3

### APPLYING FOR ADMISSION

#### 3.1 **INTRODUCTION**

The Housing Choice Voucher (Section 8) Program waiting list is currently open and accepting new registrations. This chapter describes the policies and procedures for completing the waiting list registration, placement on the waiting list, and completion of the HCV Application and Eligibility Questionnaire, including verifications and other required documents. Registrants will be placed on the waiting list in accordance with this Plan.

#### 3.2 **EXTRAORDINARY LOCAL PREFERENCE**

Up to a total of 15% of annual admissions will be targeted to an extraordinary local preference for the following registrants: referrals from the “HomeConnect”, County of Riverside Continuum of Care Coordinated Entry System Lead Agency, Behavioral Health, for those who are not eligible for HUD funded long-term housing through the Continuum of Care and are able to live independently with minimal support (the “HomeConnect” system assesses a person’s vulnerability in order to direct them to the best housing option that meets their needs); and, registrants displaced by government action or emergency as certified by a city, county or state agency official (executive level or above), etc. The approval of the Executive Director or designee is necessary for an extraordinary local preference. These admissions must meet the County of Riverside Residency Preference except for those who are displaced by government action. **24 CFR 982.204 (a) and 24 CFR 982.207 (a) (2) and (3).**

#### 3.3 **WAITING LIST REGISTRATION**

Outreach is conducted on a continual basis through libraries, non-profit organizations and other public agencies. Advertisement of the housing programs is done on an as needed basis in the local newspaper paper of general circulation, minority newspapers and other media and the HA’s website at [www.harivco.org](http://www.harivco.org).

Outreach and advertisement notices include:

1. A brief description of the housing programs
2. Basic information on eligibility requirements
3. The HA’s address and telephone number

Any family asking to be placed on the waiting list for the HCV Program must complete a registration form using the HA’s web-based waiting list [portal](http://www.harivco.org) at [www.harivco.org](http://www.harivco.org). Please note that in order to be placed on the waiting list, a valid address must be provided since the HA’s primary form of communication is by mail. This is to avoid an applicant being withdrawn or removed from the waiting list for failure to respond to correspondence or returned mail. If an applicant has no valid address (homeless, etc.), it is suggested that they obtain a Post Office (PO) Box or provide a valid General Delivery Address.

When the on-line waiting list registration process is completed, the registrant will receive a confirmation number. The registrant should print and maintain this confirmation for their records. The person whose name is listed on the registration will be considered the Head of Household and will be the person entitled to the placement on our waiting list. Registrants are required to inform the HA of changes in family composition, income, and address, as well as any changes in their preference status (See Chapter 4) using the Housing Authority’s web-based portal.

In addition, between October 1<sup>st</sup> and December 31<sup>st</sup> of every year, registrants are required to update their waiting list registration once annually using the Housing Authority’s web-based waiting list portal. An annual update is required, regardless of whether there are any changes to the household’s registration information. Failure to do so will result in the withdrawal of all waiting list registrations. Reasonable Accommodation (RA) requests will be accommodated should a registrant who is a person with disabilities be unable to use the web-based portal. Reasonable Accommodation requests must be submitted in writing during the October-December update period. All other RA requests submitted by persons with disabilities will be reviewed and considered for approval based on verification and nexus. Failure of the household to update their registration during the annual 3 month update period will result in the registrant being removed from all waiting lists.

The purpose of the registration form is to permit the HA to determine placement on the waiting list based on the information provided by the applicant. Registrants are also required to respond to requests from the HA to update information on their registration, or to determine their continued interest in assistance. Failure to provide information or to respond to mailings will result in the registrant being removed from the waiting list.

### 3.4 WAITING LIST MANAGEMENT

#### Opening the Waiting List (24 CFR 982.206)

When the HA opens the waiting list, the HA must:

- Give public notice that families may apply for tenant-based assistance. The public notice must state where and when to apply.
- The HA must give the public notice by publication in a local newspaper of general circulation, and also by minority media and other suitable means.
- The notice must comply with HUD fair housing requirements.
- The public notice must state any limitations on who may apply for available slots in the program.
- The HA may adopt criteria defining what families may apply for assistance under a public notice.
- If the waiting list is open, the HA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance because of action or inaction by members of the family) for the grounds stated in §§ 982.552 and 982.553.

#### Closing the Waiting List (24 CFR 982.206)

- If the HA determines that the existing waiting list contains an adequate pool for use of available program funding, the HA may stop accepting new applications, or may accept only applications meeting criteria adopted by the HA.

### 3.54 HOUSING CHOICE VOUCHER PROGRAM APPLICATION

When funding is available, registrants will be sent a HCV Program Application and Eligibility Questionnaire (EQ) according to their preference-determined sequence by the date the registration was

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received by the HA. This process is followed regardless of family size. All adult members must complete and sign the Eligibility Questionnaire, as well as accompanying forms including the HUD Form 9886, Release of Information, HUD Form 52675, What You Should Know About EIV, What is Fraud Form, HUD Form 92006 Supplemental and Optional Contact Information, and the Declaration of Citizenship. The IRS Form 4506-01 may also be requested. Failure to provide any forms as required by the HA will be cause for denial of the application.

The HCV Program Application and Eligibility Questionnaire and related verifications determines the family's ability to claim a preference. The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status. If the family does not meet the current preferences, they are returned to the Waiting List.

~~If the HA utilizes an interview at the time of the full application, it is the applicant's responsibility to reschedule the interview if she/he misses the appointment. Appointments are rescheduled only if missing the appointment is justifiable and the request is made no later than 10 calendar days from the original appointment date. If the applicant does not reschedule a missed meeting, the HA will deny the application. Upon request, reasonable accommodations will be made for persons with a disability.~~

If the HA determines ~~at or after the interview~~ that additional information or document(s) are needed, the HA will request the document(s) or information in writing. The family will be given 10 calendar days to supply the information. If the information is not supplied in this time period, the HA will provide the family a notification of denial for assistance and their name will be withdrawn from the waiting list.

If an applicant is denied assistance and withdrawn from the waiting list, the applicant will be offered an opportunity to request an informal review. Upon conducting an informal review, if the HA determines that the applicant has experienced an involuntary change of income (within 30 days of the denial notice) which now makes them income eligible, the HA will return the family to the waiting list with their original registration date and the family will be selected again in the future if eligible.

~~The Eligibility Questionnaire is used to determine final eligibility for Voucher issuance and requires full verification.~~ After the verification process is completed, the HA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HA, and the current eligibility criteria in effect. If the family meets the preferences and is determined eligible, a briefing will be scheduled to issue a Voucher and explain the family's obligations and the program requirements.

During the initial eligibility determination process and any subsequent eligibility reexaminations, all contact such as correspondence, telephone calls, interviews, or inspections will be documented by the Housing Specialist.

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## Chapter 4

### SELECTION OF FAMILIES FROM WAITING LIST

#### 4.1 INTRODUCTION

It is the HA's objective to ensure that the families are placed in the proper order on the waiting list so that an offer of assistance is not delayed to any family, or made to any family prematurely. This chapter defines the eligibility criteria for the HA, and it explains the waiting list order which the HA has adopted to meet local housing needs.

By maintaining an accurate waiting list, the HA will be able to perform the activities which ensure that an adequate pool of qualified registrants will be available so that program funds are used in a timely manner.

#### 4.2 WAITING LIST PREFERENCES

The HA has implemented the following preferences for selecting families from the waiting list. In accordance with California State Law [Health and Safety Code Section 34322.2 (b)], at each level of preference, families meeting the definition of a veteran according to either the United States Code, Title 38 (38 U.S.C.), Section 101 or the California Military and Veterans Code, Section 980, will have priority. In accordance with Federal Regulations [24 CFR 982.201 (b) (2)], at each level below, from the families that meet the preferences, the Housing Authority will select from families to result in a lease up of: 75% of the families will be at or below 30% of the area median income (extremely low income), and 25% of the families will be between 30% and 50% of the area median income (very low income). Any Project-Based Voucher (PBV) development under HAP Contract will observe preferences outlined in the Housing Assistance Payments (HAP) Contract (i.e. veterans, elderly or families receiving supportive services). If the first level selections do not satisfy the regulations regarding extremely low income families, selections will be done at the second level of preferences until the 75% extremely low income requirement is met.

In order to be compliant with applicable regulatory requirements, the Housing Authority will select families to result in a lease up of 75% of the families being at or below 30% of the area median income (extremely low income). If a family has a change in income that results in the family exceeding the 30% income limits but not more than 50% for the family size at the time of verification and up until voucher issuance and/or prior to lease up, the family's income will be updated and they will be returned to the waiting list and notified in writing and the family will be eligible for a future selection between 30% and 50% of the area median income limits (very low income). However, for the Project Based Voucher (PBV) Program, an applicant whose annual income exceeds the maximum income limit for the specific region and/or development will be withdrawn from the waiting list for the specific PBV development and/or site-based waiting list from which they were selected.

##### 4.2.1 EXTRAORDINARY LOCAL PREFERENCE

Up to a total of 15% of annual admissions will be targeted for an extraordinary local preference for the following registrants: referrals from the "HomeConnect", County of Riverside Continuum of Care Coordinated Entry System Lead Agency, Behavioral Health, for those who are not eligible for HUD funded long-term housing through the Continuum of Care and are able to live independently with minimal support (the "HomeConnect" system assesses a person's vulnerability in order to direct them to the best housing option that meets their needs); and registrants displaced by government action or emergency as certified by a city, county or state agency official (executive level or above), etc. The

approval of the Director or designee is necessary for an extraordinary local preference. These admissions must meet the County of Riverside Residency Preference except for those who are displaced by government action. **24 CFR 982.204 (a) and 24 CFR 982.207 (a) (2) and (3).**

**FIRST LEVEL**

County of Riverside Residency Preference, and

- 1) Qualified veterans; or
- 2) Families whose head of household, spouse or co-head is 70 years of age and older; or
- 3) A client referred by Adult Protective Services (APS), a division within the County of Riverside Department of Public Social Services (DPSS), who is 65 (62 if MOU is finalized) years or older and homeless or at-risk of being homeless ; or
- 4) Families or Foster Care Youth referred to the HA by the Riverside County Public Child Welfare Agency (PCWA) for admission through:
  - ~~a. the Family Unification Program (currently awarded 180 HUD designated special purpose vouchers); and~~
  - b. Family Unification Program (FUP) Youth or Foster Youth to Independence Initiative (FYI) Youth (currently awarded 100 HUD designated special purpose vouchers).
  - ~~b. the Housing Choice Voucher (HCV) Program Targeted Funding (cap of 50 per year)~~
- 5) Participants who have utilized a special rental assistance program administered by (or under contract/Memorandum of Understanding (MOU) with) the Housing Authority of the County of Riverside for a minimum of a six (6) month term and no longer require supportive services; or
- 6) Participants transitioning or “moving onup” who have been assisted through a Permanent Supportive Housing Program administered by a partnering agency and no longer require intensive supportive services; or
- 7) Non-elderly persons at least 18 years of age and less than 62 years of age with disabilities who are transitioning out of institutional and other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless; or
- 8) Families whose head of household, spouse or co-head are currently receiving temporary emergency shelter services and/or have been assisted through the County’s Project RoomKey program. Note: Prior to 12/15/20, PRK clients had to be 65 years of age and older or pregnant at time of admission to PRK; or
- 9) ~~Family Unification Program (FUP) Youth or Foster Youth to Independence Initiative (FYI) Youth~~ whose FUP/FYI youth assistance is expiring and will have a lack of adequate housing as a result of their termination from the program.

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**SECOND LEVEL**

County of Riverside Residency Preference, and

- 1) Families with minors or Elderly Families or Disabled Families

**THIRD LEVEL**

County of Riverside Residency Preference, and

- 1) Families without minors

The Housing Authority will exhaust all families at each preference level before selecting from the next

lower level except as noted above. Date of registration for registrants with equal preferences will determine order of selection.

#### **4.2.2 CHANGE IN CIRCUMSTANCES**

Changes in a registrant's circumstances while on the waiting list may affect the family's entitlement to a preference. Registrants are required to inform the HA of changes in family composition, income, and address, as well as any changes in the preference status using the Housing Authority's web-based portal.

When a registrant claims an additional preference, she/he will maintain the original date of registration and will be updated on the waiting list in the appropriate order determined by the newly claimed preference. The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status. Preference eligibility is verified at the time of completion of the H C V Program Application and Eligibility Questionnaire up until voucher issuance.

#### **4.3 EXCEPTIONS FOR SPECIAL ADMISSIONS (24 CFR 982.203)**

If HUD awards program funding that is targeted for a specific group, the HA will admit these families under a special admission procedure. The families will be selected in accordance with the Notice of Funding Availability and the HA's application for funding. Special admissions families who are income eligible (Very Low) will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The HA maintains separate records of these admissions.

#### **4.4 TARGETED FUNDING**

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first family meeting the targeted funding criteria, based on date of registration or by a referral through an established MOU.

Examples of targeted programs are:

- Mainstream
- Family Unification Program (FUP)
- Foster Youth to Independence (FYI)
- Emergency Housing Voucher (EHV)

#### **4.5 ORDER OF SELECTION**

Income eligible families are selected from the waiting list and sent a HCV Program Application and Eligibility Questionnaire based on the waiting list preferences listed in Section 4.2 of this Chapter. The waiting list will be organized by date among registrants with equal preference status regardless of family size. Preference information will be verified when families complete a HCV Program Application and Eligibility Questionnaire and the qualification for preference must exist at the time the preference is verified up until voucher issuance regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

#### **4.6 IF PREFERENCES ARE NOT MET**

If the applicant does not qualify for a preference, the HA will return the family to the waiting list. The

HA will notify the applicant in writing of the reasons why the preference was denied and inform the applicant that they have been returned to the waiting list with their original registration date before they were selected. If the applicant falsifies documents or makes false statements in order to qualify for any preference they will be denied assistance (lifetime ineligible) and offered an opportunity to request an informal review in writing within 10 calendar days. Applicants may exercise other rights if they believe they have been discriminated against.

**4.7 REMOVAL FROM WAITING LIST AND PURGING**

If a registrant fails to respond in writing (preferred) or by phone (case-by-case) within 30 calendar days to a mailing from the HA, the registrant will be removed from the waiting list. If a letter is returned by the U.S. Post Office without a forwarding address, the registrant will be removed from all waiting lists without further notice, and a record will be maintained on the computer. Reasonable accommodations will be made for persons with disabilities.

Between October 1<sup>st</sup> and December 31<sup>st</sup> of every year, registrants are required to update their waiting list registration once annually using the Housing Authority's web-based list at [www.harivco.org](http://www.harivco.org). An annual update is required, regardless of whether there are any changes to their registration. Failure to do so will result in the withdrawal of all waiting list registrations. Reasonable Accommodation (RA) requests will be accommodated should a registrant who is a person with disabilities be unable to use the web-based portal but RA requests must be made during the October-December update period. Failure to update their registration during the annual update period will result in the registrant being removed from all waiting lists.

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## Chapter 5

### SUBSIDY STANDARDS

#### 5.1 INTRODUCTION

HUD guidelines require that HA's establish subsidy standards for the determination of the Housing Choice Voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the HCV size also must be within the minimum unit size requirements of HUD's Housing Quality Standards. This chapter explains the subsidy standards which will be used to determine the Voucher size for various sized families when they are selected from the waiting list, as well as the HA's procedures when a family's size changes, or a family selects a unit size that is different from the Voucher.

#### 5.2 DETERMINING VOUCHER SIZE

The HA does not determine who shares a bedroom/sleeping room, but there must be at least one person per subsidized bedroom. A living room may be used as a bedroom/sleeping space for up to two persons. The HA's subsidy standards for determining Voucher size shall be applied in a manner consistent with Fair Housing Amendment Act (FHAA) of 1988 (Pub. L. 100-430 Approved Sept. 13, 1988 and effective March 12, 1989) guidelines. All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

Irrespective of any increase or decrease in the payment standard amount, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard amount for the family beginning at the family's first regular re-examination following the change in family unit size. [24 CFR 982.505 (c) (5)]

One bedroom will be assigned for the Head of Household and spouse/co-head, and one bedroom for every two nucleus household members, regardless of familial status, age or gender, except when such member is a pregnant woman. A living room may be used as a bedroom/sleeping space for up to two persons. Non-nucleus members are not assigned a subsidy. Adding additional non-nucleus members will not be approved if it causes the family to be under-housed (overcrowded). Please note: If the Housing Authority is designated as a Shortfall Agency by HUD, or another HUD designation as a result of a funding shortfall, subsidy standards may decrease so that one bedroom will be assigned for every two nucleus household members, regardless of familial status, age or gender, except when such member is a pregnant woman. A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family [24 CFR 982.402 (b) (5)].

In accordance with the subsidy standard above, the HA will not issue a larger bedroom size unless it is through birth of a newborn, adoption or court-awarded custody of a minor child (not emancipated) or marriage in accordance with subsidy standard above. Reasonable accommodation requests will be considered for the addition of a non-nucleus adult who is a person with disabilities and cannot live independently. A larger bedroom size will not be issued if a member of the nucleus family moves out and returns as an adult, unless the member returns back home within 180 days of moving out or to offer a reasonable accommodation for a disabled family member. Any change in payment standard will apply at the next annual re-examination or relocation. If a member returns as an adult and brings additional non-nucleus members with them, the voucher size does not increase. Adding additional non-nucleus members will not be approved if it causes the family to be under-housed (overcrowded).

Exceptions may be approved in the documented cases of a live-in aide or as a reasonable accommodation to make the program accessible to and usable by the nucleus family member with a disability. The family unit size for any family consisting of a single person must be either a zero or a one-bedroom unit. A PHA may only approve one additional bedroom for a live-in aide. Although a live-in aide may have PHA-approved family member/s live with him/her in the assisted unit, no additional bedrooms will be provided for the family members of the live-in aide. The PHA must ensure that Housing Quality Standards (HQS and/or NSPIRE) will not be violated and that there will be no more than two people per bedroom or living/sleeping space in the unit in accordance with 24 CFR § 982.401(d)(2)(ii). If the approval of additional family members of a live-in aide would result in the violation of HQS and/or NSPIRE, the additional family members of the live-in aide may not be approved. **PIH 2010-51 (HA) and), as extended pursuant to PIH 2012-33 (HA) and as cross-reference in 2014-25 (HA).**

Any foster members, who are minors, who are in the home at the time of initial voucher issuance, at the time of relocation or at an annual re-examination, and are determined to be long-term placement, will be considered as family members in the determination of subsidy size. For the purpose of determining subsidy size, long-term placement is defined as 12 or more months.

### **5.3 CHANGES IN VOUCHER SIZE**

#### **5.3.1 Changes for Applicants and Participants:**

The Voucher size is determined at the time of Voucher issuance by comparing the family composition to the HA subsidy standards. If an applicant or participant requires a change in the Voucher size, the following guidelines will apply:

#### **5.3.2 Requests for Exception to Subsidy Standard**

Upon request by the participant, and if funding is available, the HA may approve a larger subsidy as a reasonable accommodation for a person with disabilities if the family demonstrates a nexus to the disability is present to make the program accessible to and usable by the family member with a disability. Requests for a larger subsidy will be reviewed by an established committee. For an additional subsidy for separate bedroom for sleeping, medical equipment and/or a live-in aide, this will be verified through a third party licensed professional's verification. Final determination whether to increase or decrease the subsidy standard will be made by an established committee.

Medical equipment -- An additional subsidy for medical equipment must be verified at least annually on a Housing Authority approved form. In addition, requests involving separate bedrooms for medical equipment ~~may will~~ be verified at the time of a participant's annual inspection or a special inspection may be conducted after an initial lease up to ensure that program funds are being used for the purpose in which they were intended.

Separate bedroom for sleeping -- An additional subsidy for separate bedroom must be verified at least annually on a Housing Authority approved form.

Live-in aide -- If the licensed professional indicates on the 3<sup>rd</sup> party verification that the need for a live in aide is permanent, the verification will be renewed every 5 years at the annual recertification. If the 3<sup>rd</sup> party verification indicates that the need for a live-in aide is temporary, the verification will be renewed annually. Note: At time of relocation, in either case, staff will need to determine if a new

verification is required in order to be compliant with the timeframes above. The HA may only approve one additional bedroom for a live-in aide. Although a live-in aide may have HA-approved family member/s live with him/her in the assisted unit, no additional bedrooms will be provided for the family members of the live-in aide. If the live-in aide passes away, or no longer resides in the assisted unit, the family must report this change in writing within 10 calendar days. The family will be given a 60 day opportunity to locate a new live-in aide in order to retain the already approved additional subsidy. Should the family fail to find a new, approvable live-in aide within 60 calendar days, an annual recertification will need to be conducted and the appropriate subsidy will be given.

**5.3.3 Subsidy Standards Flexibility:**

Smaller-Sized Units: The family may select a smaller-sized unit provided there is at least one sleeping room or living/sleeping room of appropriate size for each two persons in the household. (For example, a 3-bedroom Voucher holder with 5 family members could select a 2-bedroom unit allowing two per room and one in the living room). The amount of assistance is based on the authorized or actual bedroom size, whichever is less.

Larger-Sized Units: The unit size listed on a Voucher does not preclude the family from selecting a larger size unit provided the family’s share of the rent and utilities does exceed 40% of their household’s adjusted monthly income. A higher payment standard will not be approved in situations when a household has selected a larger unit size than the household’s authorized subsidy size unless as a reasonable accommodation. The utility allowance is calculated using the the amount of assistance is based on the authorized or actual bedroom size, whichever is less. “lower of” authorized subsidy size or unit size in accordance with the Federal Register Vol. 79, No. 122/June 25, 2014.

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NOTE: At initial lease-up for a unit, the family share of rent and utilities cannot exceed 40% of their adjusted monthly income if the gross rent exceeds the applicable payment standard. The unit size designated on the Voucher must remain unchanged, regardless of the actual unit size selected. 24 CFR 982.305(a)(5) & 24 CFR 982.508

**Persons in Household**

# of Bedrooms in Unit	Maximum Number
0	2
1	4
2	6
3	8
4	10
5	12
6	14

**5.3.4 Under-housed (unit too small for size of family)**

If a unit does not meet HQS and/or NSPIRE space standards due to an increase in family size by birth, adoption, court awarded custody or marriage, the HA will issue a Voucher upon eligibility determination for relocation. The maximum allotted time for the family to relocate shall not exceed 90 calendar days. The HAP will terminate at the end of the calendar month that follows the calendar month in which the HA gives such notice to the owner (CFR 982.402), or when the family relocates, whichever comes first.

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**5.3.5 Over-housed (unit too large for size of family)**

If a participant has a decrease in the family size, the family has the option to relocate or remain in the unit they are currently renting. If the family chooses to remain in the unit, the subsidy standard will be lowered at the next annual re-examination. If the family chooses to relocate, the HA will issue a Voucher upon eligibility determination with the correct subsidy standard. The amount the family pays for rent must be affordable and the participant portion of rent and the current utility allowance cannot exceed 40% of their adjusted monthly income at the time of lease up. The approved rent will be based on the payment standard for the number of bedrooms the family is eligible for, or the actual number of bedrooms in the unit, whichever is less. In cases where the gross rent is less than the payment standard, it will be used as the payment standard.

**5.4 UNIT SIZE SELECTED**

The family may select a different size unit than that listed on the Voucher using the HUD criteria for Payment Standards provided the unit is rent reasonable and affordable. The amount of assistance is based on the authorized or actual bedroom size, whichever is less.

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## Chapter 6

### ELIGIBILITY FACTORS

#### 6.1 INTRODUCTION

The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations. This chapter defines the allowable deductions from annual income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5 and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The HA's policies in this chapter address those areas which allow the HA discretion to define terms and to develop standards in order to ensure consistent application of the various factors that relate to the determination of TTP.

#### 6.2 HOUSEHOLD COMPOSITION

The HA must compute all applicable income of every family member, including those who are temporarily absent. In addition, the HA must count the income of the spouse/co-head or the head of the household if that person is temporarily absent, even if that person is not on the lease. If the spouse/co-head is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay that HUD may define) is counted as income.

Income of persons permanently absent will not be counted.

It is the responsibility of the head of household to report (in writing) changes in income and family composition within 10 calendar days.

The HA will evaluate absences from the unit using this policy.

##### 6.2.1 Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HA will terminate the contract and/or the assistance in accordance with appropriate termination procedures contained in this Plan. Sole members may not be absent for more than three weeks, except as an approved reasonable accommodation for persons with a disability (see absence due to medical reasons).

- Families are required to notify the HA before they move out of a unit.
- Families must notify the HA in writing if they are going to be absent from the unit for more than three weeks.
- If it is determined that the family is absent from the unit, the HA will not continue

assistance payments. “Absent” means that no family member is residing in the unit. In order to determine if the family is absent from the unit, the HA may, but is not limited to; conducting the following checks:

- Write letters to the family at the unit
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Contact the landlord
- Conduct special inspections

If the absence which resulted in termination of assistance was due to a person’s disability, and the HA can verify that the person was unable to notify the HA in accordance with the family’s responsibilities, and if funding is available, the HA may reinstate the family if an accommodation is requested by the family.

#### **6.2.2 Absence of Any Member**

Except as otherwise provided in this Chapter 6, any member of the household will be considered permanently absent if she/he is away from the unit for 180 days in a 12 month period. If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HA’s “Absence of Entire family” policy.

#### **6.2.3 Absence due to Medical Reasons**

Housing Assistance Payments (HAP) may continue up to 180 days when the subsidized unit is vacant due to hospitalization. However, hospitalization more than one month requires written medical verification that there is a reasonable expectation the person will be able to return to independent living within the six-month period. The participant’s share of the rent and any utilities that the tenant is responsible for according to the lease and HAP Contract must be paid during the hospitalization period.

#### **6.2.4 Foster care and Absences of Minor(s)**

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

Any foster children or foster adults who are in the home at the time of initial voucher issuance, at the time of relocation or, at an annual re-examination, and are determined to be long term placement, will be considered as family members in the determination of subsidy size. For the purpose of determining subsidy size, long-term placement is defined as 12 or more months.

#### **6.2.5 Temporary Caretaker for Minor(s)**

If neither parent (or legal guardian) are able to care for the child and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the minor(s) for an indefinite period, the HA will treat that adult as a visitor for the first 180 days.

A Caretaker or Guardian may have PHA-approved family member/s live with him/her in the assisted unit, however, no additional subsidy will be provided for the family members of the Caretaker or Guardian. The Housing Authority must ensure that housing quality standards (HQS and/or NSPIRE) will not be violated and that there will be no more than two people per bedroom or living/sleeping space in the unit in accordance with 24 CFR § 982.401(d)(2)(ii). If the approval of additional family members of a Caretaker or Guardian would result in the violation of HQS and/or NSPIRE, the

additional family members of the Caretaker or Guardian may not be approved. The HA, on a case-by-case basis, may consider increasing the subsidy size if the Caretaker or Guardian's family size increases as a result of birth, adoption or court-awarded custody.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HA will review the status at six month intervals. If custody or legal guardianship has not been awarded by the court, but the action is in process, the HA will secure verification from social services staff or the attorney as to the status.

After 180 days, the HA will approve a person to reside in the unit as caretaker for the minor(s), and the income will be counted pending a final disposition. The HA will transfer the Voucher to the caretaker until the first re-examination following the 18<sup>th</sup> birthday of oldest nucleus minor. The HA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases. When court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker until the first re-examination following the 18<sup>th</sup> birthday of oldest minor. This procedure will be applied until no remaining minor nucleus members exists. In no case will the caretaker be eligible to become the remaining member.

#### **6.2.6 Absent Adult**

The family will be required to notify the HA in writing within 10 calendar days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

If a member of the household is away from the home for more than 180 days then the person will be considered permanently absent.

#### **6.2.7 Visitors**

Any person not included on the Form HUD 50058 (except minors as noted below) who has been in the unit more than 14 consecutive days, or a total of 30 cumulative days in a 12-month period (unless the lease is more restrictive), will be considered to be living in the unit as an unauthorized household member.

Minors or full time students 18 or older who live away from the home and who visit up to 182 cumulative days per year will be considered eligible visitors (subject to the lease agreement), not family members, and will not be counted in determining the subsidy standard and deductions for the family. Eligible visitors must be reported to and approved by the HA prior to visiting the home.

#### **6.2.8 Reporting Changes in Household Composition to Owner and HA**

Reporting changes in household composition to the HA is both a HUD and a HA requirement. The family must submit a written request prior to adding household members. Any person who moves into the assisted unit without written approval from the Housing Authority will be considered an unauthorized household member and the family will be in violation of their household obligations. Additions to the household by birth of a newborn, adoption or court-awarded custody must be reported in writing to the HA within 10 calendar days. In addition, the family must obtain prior written approval from the owner when adding members (including minors) and/or a live-in aide to the household.

If a family member leaves the household, the family must report this change to the HA, in writing, within 10 calendar days of the change and certify as to whether the member is temporarily absent or

permanently absent. The HA will conduct an interim evaluation for changes in accordance with the interim policy. The HA will require verification of the family member's new address. If the head of household is unable to provide this information because the person's whereabouts are unknown, the head of household will be required to complete a Certified Statement to this effect.

### **6.3 INCOME, ALLOWANCES & MINIMUM FAMILY CONTRIBUTION 24 CFR 5.609**

#### **6.3.1 INCOME INCLUSIONS AND EXCLUSIONS**

**Reference:** *Housing Choice Voucher Program Guidebook; Chapter 5: Eligibility and Denial of Assistance*

#### **6.3.2 INCOME INCLUSIONS:**

HUD regulations define incomes and allowances. The HA will include and exclude income in accordance with 24 CFR Part 5. Once HA has verified all income necessary to determine income eligibility and has determined that it is ready to issue the family a voucher, it must compute the family's Annual Income in accordance with HUD regulations. Income will be calculated in accordance with the procedures outlined below:

(a) *Annual income* means all amounts, monetary or not, which:

- (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 reexamination effective date; and
- (3) Which are not specifically excluded in Section 6.33 below.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(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 operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(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 [pursuant to PIH 2012-29 NOTE: HA is using the current national rates established by the Federal Deposit Insurance Corporation (FDIC)];
- (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, lotteries, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (but see No. 13 under Income Exclusions);

(5) Payments in lieu of earnings, such as unemployment, worker's compensation, and severance pay (but see No. 3 under Income Exclusions);

(6) Welfare assistance payments.

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; 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 (7) under Income Exclusions).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance in excess of amounts received for tuition and any other required fees and charges that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income). (24 CFR 5.609)

(A) Expenses related to attending an institution of higher education must **not** be included as tuition. Examples of these expenses include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed sum charges.

**(Consistent with Page 3 of 5 of PIH 2015-21)**

(B) PHAs must include amounts of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income in accordance with 24 CFR 5.609(b)(9). **(Consistent with Page 4 of 5 of PIH 2015-21)**

(10) Compensated Work Therapy (CWT) is a Department of Veterans Affairs (VA) vocational rehabilitation program that endeavors to match and support work ready veterans in competitive jobs, and to consult with business and industry regarding their specific employment needs. In some locations CWT is also known as Veterans Industries; these designations are synonymous. This income will be counted when determining the family's income and rent (from The VASH Resource guide).

**NOTE:** 24 CFR 982.551(n) states that "an assisted family, or members of the family, may not receive Section 8 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." HUD has determined that such a housing allowance as may be received under the **Post 9/11 Veterans Educational Assistance Act of 2008** is

**not considered a duplicate subsidy; provided, however the amount received for the housing allowance must be counted when determining the family's income and rent.**

### **6.3.3 INCOME EXCLUSIONS:**

Annual income does not include the following:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults usually persons with disabilities, unrelated to the tenant family, who are unable to live alone); [Note: PIH-2012-1 (HA) was issued on 01/06/2012 and clarified the Income Exclusion of Kinship, Kin-GAP and Other Guardianship Care Payments. HUD determined that kinship care, Kin-GAP, and similar programs funded by states serve as an alternative to foster care placements and that the compensation to participating relatives or legal guardians is comparable to the compensation to foster care parents. Payments for the care of foster children (including foster adults) are exempt from income. Thus, during annual and/or interim reexamination of family income pursuant to 24 CFR § 982.516 for Section 8 programs, kinship, Kin-GAP and similar state guardianship care payments are to be excluded from a household's income under 24 CFR § 5.609(c)(2).]
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except as provided in paragraph (b)(5) of section); (b)(5) in this sentence refers to (b)(5) under Income Inclusions);
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in 24 CFR 5.403);
- (6) Subject to paragraph (b)(9) above in Income Inclusions: For persons over the age of 23 with dependent children the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8) (i) Amounts received under training programs funded by HUD;
- (ii) 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);
- (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- (iv) 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 owner, 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 initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or
- (v) 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.
- (9) Temporary, nonrecurring, or sporadic income (including gifts). For example, amounts earned by temporary census employees whose terms of employment do not exceed 180 days (PIH Notices 2000-

1; 2008-26; 2009-19; 2010-38).

(10) Reparations payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(11) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse/co-head);

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump-sum payment or in prospective monthly payments;

(14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(15) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(16) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the *Federal Register* and distributed to PHAs identifying the benefits that qualify for this exclusion. Updates will be distributed by HUD when necessary. The following is a list of income sources that qualify for that exclusion:

- a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 [7 U.S.C. 2017 (b)];
- b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973[42 U.S.C. 5044 and 5058];
- c) Payments received under the Alaska Native Claims Settlement Act [43 U.S.C. 1626(c)];
- d) Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C.A. 5506);
- e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 U.S.C. 8624(f)];
- f) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L- 94-540, 90 Stat. 2503-04);
- g) The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- h) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087u-1);
- i) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056g);
- j) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*, PL 101-201, December 6, 1989, 103 Stat. 1795;
- k) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- l) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));



- m) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433, October 10, 1978, 92 Stat. 1047);
  - n) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
  - o) Any 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 (38 U.S.C. 1805);
  - p) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- (17) Earned Income Disallowance for persons with disabilities [24 CFR 5.617] See also 81 FR Vol. 81, No. 45, March 8, 2016
- (a) Initial Twelve Month Exclusion [24 CFR 5.617(C)(1)]
  - (b) Second Twelve Month Exclusion and Phase-In [24 CFR 5.617(C)(2)]
  - (c) Maximum Two Year Disallowance [24 CFR 5.617 (C) (3)]

**6.3.4 Averaging Income**

The HA may average income when the income cannot be anticipated using verified sources for a full 12 months. [Refer to 24 CFR 5.609 (d) Annualization of income. If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the HA believes that past income is the best available indicator of expected future income, the HA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.]

**6.3.5 Income changes from Welfare [24 CFR 5.615 (b)]**

The HA will not decrease the family’s share of the rent when there is a reduction in welfare benefits that is due to fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement.

This prohibition on reduction of assistance is applicable only if the welfare reduction is neither the result of the expiration of a lifetime time limit on receiving benefits, nor a situation where the family has complied with welfare program requirements but cannot obtain employment (e.g., the family has complied, but loses welfare because of a durational time limit such as a cap on welfare benefits for a period of no more than two years in a five year period).

**6.3.6 Minimum Rent: (24 CFR 5.630)**

The PHA has established a Minimum Rent of \$50 monthly. Families will be required to pay minimum rent unless they request and are approved for an exemption because of financial hardship. Financial hardship includes these situations:

- (i) When the family has lost eligibility for or is awaiting an eligibility determination for a federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
- (ii) When the family would be evicted because it is unable to pay the minimum rent;
- (iii) When the income of the family has decreased because of changed circumstances, including loss of employment;
- (iv) When a death of a household member (member of assisted unit) has occurred in the



- family;
- (v) Other circumstances determined by the HA or HUD, specifically:
    - (a) When a household is a new admission on the VASH program;
    - (b) When a household is a new admission on the ~~HCV pProgram~~~~Program~~ and is designated as “Homeless at Admission.”

**What happens if family requests a hardship exemption?**

(A) If a family requests a financial hardship exemption, the HA must suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption until the responsible entity determines whether there is a qualifying financial hardship, and whether such hardship is temporary or long term.

(B) The PHA must promptly determine whether a qualifying hardship exists and whether it is temporary or long term.

(C) If the PHA determines that a qualifying financial hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the suspension of the minimum rent. The PHA must offer the family a reasonable repayment agreement, on terms and conditions established by the PHA, for the amount of back minimum rent owed by the family.

(D) If the PHA determines there is no qualifying financial hardship exemption, the PHA must reinstate the minimum rent, including back rent owed from the beginning of the suspension. The family must pay the back rent on terms and conditions established by the PHA.

(E) If the PHA determines a qualifying financial hardship is long term, the PHA must exempt the family 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 until the end of the qualifying financial hardship.

The financial hardship exemption only applies to payment of the minimum rent (as determined pursuant to 24 CFR 5.628(a)(4) and 24 CFR 5.630), and not to the other elements used to calculate the total tenant payment [as determined pursuant to 24 CFR 5.628(a)(1), (a)(2) and (a)(3)].

**6.3.7 Minimum Income**

There is no minimum income requirement.

**6.3.8 Pro-ration of Assistance for “Mixed” Families**

Pro-ration of assistance must be applied to any “mixed” applicant or participant family, provided other eligibility criteria are met. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

**6.3.9 Utility Allowance and Utility Reimbursement Payments**

The utility allowance is not a payment issued to the family (except as noted below). It is intended to help defray the cost of utilities not included in the rent and is included in the calculation of the family's rent to the landlord. A utility reimbursement payment is made to the participant family in the amount by which the HAP payment exceeds the rent to owner. When there is a Utility Reimbursement, the HA pays the full amount of rent to the owner and sends the participant family, a utility reimbursement payment. The Housing Authority has the discretion to send the utility reimbursement to the utility company should this be a viable option. This occurs only rarely, usually when a participant family has no income.

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## Chapter 7

### VERIFICATION PROCEDURES

#### 7.1 INTRODUCTION

HUD regulations (24 CFR 982.516(a)) require that the factors of eligibility and Total Tenant Payment (TTP) be verified by the HA. Applicants and program participants must furnish proof of their eligibility whenever required by the HA, and the information they provide must be true and complete. The HA's verification requirements are designed to maintain program integrity. This chapter explains the HA's procedures and standards for verification of preferences, income, combined assets exceeding five thousand dollars (\$5000.00), allowable deductions, family status, and changes in family members. The HA will ensure that proper authorization from the family is always obtained before making verification inquiries.

Pursuant to the PIH Notice 2016-05 (HA) and 24 CFR 982.516, the following provisions will be adopted into policy:

The PHA must obtain and document in the tenant file third-party verification of the following factors, or must document in the tenant file why third-party verification was not available:

For a family with net assets equal to or less than \$5,000, the PHA may accept a family's declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration.

- The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income.
- The PHA must obtain third-party verification of all family assets every 3 years.

*Streamlined income determination.* For any family member with a fixed source of income, the PHA may elect to determine that family member's income by means of a streamlined income determination. A streamlined income determination must be conducted by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

*Family member with a fixed source of income* is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

- Social Security, Supplemental Security Income, Supplemental Disability Insurance;
- Federal, state, local, or private pension plans;
- Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
- Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

A PHA must use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount. The PHA must verify the appropriate COLA or current rate of interest from a public source or through tenant provided, third party generated documentation.

If no such verification is available, then the PHA must obtain third-party verification of income amounts in order to calculate the change in income for the source. For any family member

whose income is determined pursuant to a streamlined income determination, the PHA must obtain third-party verification of all income amounts every 3 years.

*Interim reexaminations.* At the effective date of a regular or interim reexamination, the PHA must make appropriate adjustments in the housing assistance payment in accordance with 24 CFR 982.505.

**7.2 RELEASE OF INFORMATION**

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

A copy of the release of information will be provided to a family member upon request.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the HA or HUD.

**7.3 METHODS OF VERIFICATION**

[PIH Notice 2010-3 (HA), PIH Notice 2010-19 (HA) and extended by PIH 2015-02 (HA) & 24 CFR 5.233]

The HA will verify information through the six methods of verification acceptable to HUD in the following order:

**7.3.1 Level Verification Technique Ranking**

Level	Verification Technique	Ranking
6	<b>Upfront Income Verification (UIV)</b> using HUD’s Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	<b>Highest</b> (Mandatory)
5	<b>Upfront Income Verification (UIV)</b> using non-HUD system	<b>Highest</b> (Optional)
4	<b>Written Third Party Verification</b>	<b>High</b> (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	<b>Written Third Party Verification Form</b>	<b>Medium-Low</b> (Mandatory if written third party verification documents are not available or rejected by the PHA; and when

		the applicant or tenant is unable to provide acceptable documentation)
<b>2</b>	<b>Oral Third Party Verification</b>	<b>Low</b> (Mandatory if written third party verification is not available)
<b>1</b>	<b>Tenant Declaration</b>	<b>Low</b> (Use as a last resort when unable to obtain any type of third party verification)

### 7.3.2 Third Party Verification Techniques

**Upfront Income Verification (UIV) (Level 6/5):** The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

It should be noted that the EIV system is available to all PHAs as a UIV technique. PHAs are encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate tenant-reported income.

\*\*For each new admission (form HUD-50058 action type 1), the PHA is required to do the following:

- i.** Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and
- ii.** Print and maintain a copy of the EIV Income Report in the tenant file; and
- iii.** Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

**Written Third Party Verification (Level 4):** An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is the Department’s position that such tenant-provided documents are written third party verification since these documents originated from a third party source. The PHA may, at its discretion, reject any tenant-provided documents—and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

**Written Third Party Verification Form (Level 3):** Also, known as traditional third party verification (a standardized form to collect information from a third party source). PHAs send the form directly to the third party source by mail, fax, or email.

It is the Department's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced by PHAs relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

**Oral Third Party Verification (Level 2):** Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family. PHA staff should document in the tenant file, the date and time of the telephone call, the name of the person contacted and telephone number, along with the confirmed information.

This verification method is commonly used in the event that the independent source does not respond to the PHA's faxed, mailed, or e- mailed request for information in a reasonable time frame, i.e., ten (10) business days.

**Non-Third Party Verification Technique Tenant Declaration (Level 1):** The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant declaration, the PHA must document in the tenant file why third party verification was not available.

All original or authentic documents will be ~~stamped (or notated) "Viewed Original"~~ and imaged into the family file. Original documents will be photocopied and returned to the applicant/participant if specifically requested and at PHA discretion. When documents cannot be photocopied, staff viewing the documents will annotate the file accordingly. A faxed authentic document from the source will be considered as an original document.

#### **7.4 COMPUTER MATCHING**

In addition to EIV, the HA utilizes computer matching with the Department of Social Services (DPSS), and the USCIS Systematic Alien Verification for Entitlements Program (SAVE) system. Other computer matching agreements with federal, state, and local government agencies will be utilized if available and cost-effective.

#### **7.5 ITEMS TO BE VERIFIED**

All eligibility factors will be verified, such as waiting list preference, income, deductions and exclusions, combined assets exceeding five thousand dollars (\$5000.00), and household composition.

Income that is fully excluded means the entire amount qualifies to be excluded from the annual income determination. For fully excluded income, the PHA is **not required** to:

- Verify the income in accordance with the HUD-prescribed verification hierarchy;
- Document in the tenant file why third party verification was not available as required by 24 CFR 960.259(c)(i) and 24 CFR 982.516(a)(2); and
- Report the income in Section 7 of the form HUD-50058.

PHAs may accept an applicant or participant's self-certification as verification of fully excluded income. The PHA's application and reexamination documentation, which is signed by all adult family members, may serve as the self-certification of the fully excluded income. PHAs have the

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option of elevating the verification requirements if necessary, to determine if a source of income qualifies for a full exclusion. Examples of common fully excluded income categories that are verifiable through applicant or participant self-certification are:

- Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as food stamps.
- Income from a live-in aide.

For a complete list of income exclusions, see 24 CFR 5.609(c).

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## **7.6 VERIFYING NON-FINANCIAL FACTORS**

### **7.6.1 Verification of Legal Identity**

In order to prevent program abuse, the HA will require applicants and members both nucleus and non-nucleus to furnish verification of legal identity for all family members.

### **7.6.2 Family Relationships**

The HA will require familial relationship verification as appropriate and necessary.

### **7.6.3 Verification of Permanent Absence of Adult Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will require verification of the new address.

### **7.6.4 Verification of Change in Family Composition**

The HA will verify changes in family composition (either reported or unreported). Third party verification procedures will be used.

### **7.6.5 Verification of Disability**

Third party verification procedures will be used to document and/or verify disability status.

### **7.6.6 Verification of Citizenship/Eligible Immigrant Status**

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by USCIS. Each family member must declare his or her status. Citizenship is verified via an original Certified Abstract of Birth within the U.S. or its Territories, or an original Social Security Card except those that are issued only for work authorization in the absence of an original Certified Abstract of Birth. ~~Copies do not verify Evidence of Citizenship.~~ Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HA hearing is pending.

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If any family member fails to provide and sign as required, the family may be denied or terminated from assistance.

If the HA determines that a family member has knowingly permitted an individual who is not eligible for assistance to reside in the family's unit, the family's assistance will be terminated, unless the ineligible individual has already been considered in prorating the family's assistance.

### **7.6.7 Verification of Social Security Number (PIH 2010-3 (HA) and 2018-24 (HA))**

In accordance with 24 CFR §5.216, applicants and participants (including each member of the household and including, live-in aides, foster children, and foster adults) are required to disclose his/her U.S. Social Security Administration (SSA) assigned social security number (SSN), with the exception of the following individuals:

a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States) **and** have not been assigned an SSN. These individuals in most instances would not be eligible for a SSN.

i. A family that consists of a single household member (including a pregnant individual) who does not have eligible U.S. citizenship or eligible immigration status is **not eligible** for housing assistance and cannot be housed.

ii. A family that consists of two or more household members **and at least one** household member that has eligible U.S. citizenship or eligible immigration status, is classified as a mixed family, and **is eligible** for prorated assistance in accordance with 24 CFR §5.520. The PHA may **not** deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.

**Note:** Financial assistance may only be provided to individuals with eligible immigration status in accordance with 42 USC §1436a, which is generally evidenced by the individual providing his/her Green Card (Form I-551 – U.S. Permanent Residence Card) or other documentation approved by the Department of Homeland Security for noncitizens with refugee or asylee status.

b. Existing program participants, who as of January 31, 2010, were 62 years of age or older (born on or before January 31, 1948). This exemption continues even if the individual moves to a new assisted unit.

PHAs will not need to re-verify previously disclosed valid SSNs. PHAs may rely on documentation of the SSN provided by another government agency (federal or state). For the addition of new household members at least 6 years of age or under the age of 6 and who **has an assigned SSN**, the tenant must disclose the SSN and provide documentation of the SSN to the PHA at the time of request to add new household member or during interim re-exam. The new household member **cannot** be added to the family composition until the family has complied with SSN disclosure and verification requirements. The PHA is not authorized to generate an ALT ID for the affected household member. Addition of new household members under the age of 6 **and no assigned SSN**, are included as household members and entitled to benefits and the Head of Household is given 90 days to provide documentation of the SSN. If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, the PHA is required to grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, **only if** the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc. The child is to be included as part of the assisted household and is entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The PHA is required to generate an ALT ID. [PIH 2010-3 (HA) and 2018-24 (HA)] Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation

requirements, the PHA **must** terminate the entire family’s tenancy or assistance, or both.

**SSN Documentation.** The PHA must request the applicant and participant (including each member of the household), who are not exempt under paragraph a. of this Section 7.6.7 to provide documentation of each disclosed SSN. Acceptable evidence of the SSN consists of:

- a. An original SSN card or an authentic copy issued by SSA;
  - b. An original or authentic SSA-issued document, which contains the name and SSN of the individual;
- or
- c. An original or authentic document issued by a Federal, State, or local government agency, which contains the name and SSN of the individual.

#### **7.6.8 Verification of Reasonable Accommodation**

Reasonable Accommodation requests for families will be considered when a family includes a person with disabilities. The family must demonstrate a nexus to the disability is present to make the program accessible to and usable by the family member with a disability. The person with a disability, or guardian or responsible party of the person with a disability, must submit a written Reasonable Accommodation request.

In cases where a live-in aide is requested because of reasonable accommodation, the Housing Authority will verify the need through third party verification from the patient’s designated licensed professional. If the licensed professional indicates on the 3rd party that the need for a live in aide is permanent, the verification will be renewed every 5 years at the annual recertification. If the 3rd party indicates that the need for a live-in aide is temporary, the verification will be renewed annually. Note: At time of relocation, in either case, staff will need to determine if a new verification is required in order to be compliant with the timeframes above.

Requests involving separate bedrooms for sleeping and/or substantial medical equipment will be verified through third-party verification from the patient’s designated licensed professional on an annual basis. Requests involving separate bedrooms for substantial medical equipment will be verified at the time of a participant’s annual inspection or a special inspection may be conducted after an initial lease up to ensure that program funds are being used for the purpose in which they were intended.

If the HA determines that the accommodation for the separate bedroom is not being used for the purpose in which it was intended or the medical equipment is not substantial enough to require a separate bedroom, the HA will conduct a new re-exam giving the family a 30 day notice to lower the subsidy standard. Misrepresentation of a needed accommodation may result in a repayment agreement and/or termination.

#### **7.6.9 Verification of Request for Exception to the Policy on Prohibited Criminal Activity**

If a family member with criminal activity meets the requirements to be granted an exception to the Housing Authority of the County of Riverside’s Policy on Prohibited Criminal Activity (see Appendix C), they may complete a Request for Exception to the Policy on Prohibited Criminal Activity form to be reviewed by an established committee. In some instances, verification such as a police report, proof of completion of diversion, etc. may be required. Victims of domestic violence, dating violence, sexual assault, or stalking requesting an exception to the Policy on Prohibited Criminal Activity will be required to complete HUD Form 50066 “Certification of Domestic Violence, Dating Violence,



Stalking” and return it to the HA within 14 days of request.

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## Chapter 8

### VOUCHER ISSUANCE AND BRIEFINGS

#### **8.1 INTRODUCTION**

The HA's objectives are to provide families selected to participate with the tools to help them be successful in obtaining an acceptable housing unit, and to give them sufficient knowledge to derive maximum benefit from the program and to comply with program requirements. When families have been determined to be eligible, the HA will conduct a mandatory briefing to ensure that families understand how the program works. The briefing will provide a broad description of owner and family responsibilities, HA procedures, and how to lease a unit. The family will also receive a briefing packet that provides more detailed information about the program. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

#### **8.2 ISSUANCE OF VOUCHERS**

When funding is available, the HA will issue Vouchers to new applicants who have been determined eligible and/or those who are relocating. The issuance of Vouchers must be within the dollar limitations set by the Annual Contributions Contract (ACC) budget.

#### **8.3 BRIEFING TYPES AND REQUIRED ATTENDANCE (24 CFR 982.301)**

##### **8.3.1 Initial Applicant Briefing**

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance as well as participants that utilize portability and transfer into the Housing Authority of the County of Riverside's jurisdiction (port-ins).

##### **8.3.2 Briefing Packet**

A briefing packet will be given to new applicants at the initial applicant briefing and to those participants who are relocating. The documents and information provided in the briefing packets for the Voucher programs will comply with all HUD requirements. The briefing packet includes owner identification documents containing private information, that once submitted to the HA, will not be considered part of the participant file. The HA may conduct other types of briefings such as relocation and portability briefings for families, and owner briefings.

##### **8.3.3 Other Information to be Provided at the Briefing**

Family and owner responsibilities are explained to the new applicant and/or port-in client. In addition to literature and the HA's website, applicants and owners may request specific clarification about program issues from the assigned Housing Specialist or Supervisor.

Guidance and materials are offered to assist the family in selecting a unit. Issues to be considered include: Proximity to employment, public transportation, schools, shopping and the accessibility of services. Applicants are encouraged to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expense, energy efficiency and security. The Housing Authority of the County of Riverside uses [AffordableHousing.com](http://AffordableHousing.com) (formerly [GoSection8.com](http://GoSection8.com)), a web-based program which gives the family access to owners who wish to rent their properties to participants of the program. They may also pick up listings in person at both Housing Authority offices. The family will have access to a list of landlords willing to lease to assisted families and other resources willing

to assist in the housing search. In providing this courtesy list, the HA does not endorse any particular unit or landlord. There is no guarantee that the rents listed are reasonable or approvable, nor any guarantee that the units will pass Housing Quality Standards/NSPIRE.

The HA will provide information on the advantages to moving to high opportunity areas. The family will be encouraged to choose a unit carefully and after due consideration.

The family will receive information about the Family Self-Sufficiency program and its advantages.

Owners and participants will be instructed that side payments or any payment not approved by the HA will not be allowed. Acceptance of side payments or additional rent will be grounds for termination from program.

#### **8.4 ENCOURAGING PARTICIPATION IN HIGH-OPPORTUNITY AREAS**

During briefings sessions the Housing Authority encourages families to move to high opportunity areas by explaining the advantages of moving to an area that may offer better quality housing, education and employment opportunities. To increase the available housing stock to its clients, and to facilitate the opportunity for owners and participants to gather for the purpose of leasing a unit, the HA may conduct periodic Rental Fairs at its main office. This gives current participants who are in the relocation process, as well as families newly released from the waiting list, the opportunity to become acquainted with property owners with available units. In addition, landlords are invited to list their property on [AffordableHousing.com](http://AffordableHousing.com) ~~GoSection8~~, via the Housing Authority website through the landlord portal or may visit the Housing Authority offices to receive the property listing form. The HA offers owner/landlord seminars in order to expand its network of property owners and/or managers. The purpose of these seminars is to make special efforts to provide outreach and education to landlords who may not be familiar with the HCV Program.

#### **8.5 ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION (24 CFR 982.304)**

A family may claim that illegal discrimination because of race, color, religion, sex, national origin, citizenship, immigration status, primary language, age, sexual orientation, gender identity, gender expression, genetic information, marital status, source of income, military or veteran status, familial status or disability prevents the family from finding or leasing a suitable unit with assistance under the program. The HA must give the family information on how to fill out and file a housing discrimination complaint. In addition to the requirements set forth in 24 CFR 982.304, the HA will also direct the family to report suspected housing discrimination to HUD or local fair housing organizations such as the Fair Housing Council of Riverside County, Inc., Inland Fair Housing and Mediation Board, Inland Counties Legal Services, and other appropriate agencies or organizations.

#### **8.6 ASSISTANCE TO FAMILIES WITH DISABILITIES**

The HA assists families with disabilities in locating accessible units by:

- 1) Providing a rental listing (which includes handicapped accessible units) of owners willing to rent to HCV Program participants, and
- 2) Providing a listing of service agencies that provide services to help the disabled, and
- 3) Providing reasonable accommodation by extending the term of the voucher, if warranted.

#### **8.7 SECURITY DEPOSIT REQUIREMENTS (24 CFR 982.313)**

Security deposits charged by owners may not exceed those charged to unassisted tenants or the maximum prescribed by state or local law.

## **8.8 TERM OF VOUCHER (24 CFR 982.303)**

During the initial applicant briefing session, each household will be issued a Housing Choice Voucher which represents an agreement between the HA and the family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective. NOTE: For Incoming portable clients, the receiving PHA must issue a voucher to the ported family that does not expire before 30 calendar days from the expiration date of the initial PHA's voucher in accordance with 24 CFR 982.355(c)(13).

### **8.8.1 Expirations**

For those families that have an initial Voucher, the term of the Voucher is ~~60~~ 180 calendar days. For participants who are relocating, Vouchers are also valid for a period of ~~60~~ 180 calendar days from the ~~day the voucher is issued, last date that assistance was paid.~~ Extensions will be granted on a case by case basis. An extension of up to 60 days may be granted. For those families that have an initial HUD-Veterans Affairs Supportive Housing (VASH) Voucher, the term of the Voucher is ~~1820+20~~ 1820 days.

If the family needs and requests an extension of the Voucher term as a reasonable accommodation to make the program accessible to and usable by a family member with disabilities or elderly family (i.e. 62 years or older), the HA may extend the Voucher term up to the term reasonably required for that purpose. An extension of up to 60 days may be granted. An extension of the term is granted by HA written notice to the family.

If the family requests an extension for the Voucher due to other good cause such as illness of a household member, death of a family member, natural disaster, disapproval of a unit by the HA (i.e. the unit that Request for Tenancy Approval (RFTA) was submitted for fails to meet HQS and/or NSPIRE, proof of ownership issues, proof of permits for additions/deletions) or other unforeseeable circumstances, the request will be reviewed along with the documentation provided by the family regarding the circumstances requiring the extension. An extension of the term may be granted by HA supervisor and notice to the family.

The family will not be entitled to a review or a hearing if the Voucher has expired. [24 CFR 982.554(c)(4); 24 CFR 982.555(b)(4)].

### **8.8.2 Suspensions (Tolling Time) 24 CFR 982.303 (c)**

The family's voucher term will be suspended from the time the family submits a RFTA to the time the HA notifies the family, in writing, of the RFTA denial.

## **8.9 VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS (24 CFR 982.315)**

**8.9.1 Family break-up:** The PHA has discretion to determine which members of an assisted family continue to receive assistance in the program if the family breaks up. If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the PHA is bound by the court's determination of which family members continue to receive assistance in the program. The factors to be considered in making this decision under the PHA policy include:

1. Whether the assistance should remain with family members remaining in the original assisted unit.

2. The interest of minor or of ill, elderly or disabled family members.
3. Whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household. (*VAWA protects the victim from losing their HUD assisted housing*).
4. Other factors specified by the PHA such as recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, the HA will terminate assistance on the basis of failure to provide required information.

**8.10 REMAINING MEMBER OF TENANT FAMILY-RETENTION OF VOUCHER**

To be considered the remaining member of the tenant family, the person must be an eligible immigrant, have been previously approved as part of the family by the HA and currently living in the unit.

A live-in aide or foster child/foster adult, temporary caretaker/guardian, by definition, is not a member of the family and will not be considered a remaining member of the family.

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

1. The court has to have awarded emancipated minor status to the minor, or
2. The HA has to have verified that the Department of Social Services and/or the Juvenile Court has arranged for another adult (i.e. temporary caretaker/guardian) to be brought into the assisted unit to care for the minor(s) for an indefinite period.

A reduction in family size may require a reduction in the authorized payment standard.

Retention of a voucher by the remaining member currently living in the unit will only be approved as a result of the death of the Head of Household, or removal of the Head of Household to an assisted living environment, or government facility.

The Housing Authority will only approve one additional bedroom subsidy for a Caretaker or Guardian. Although a Caretaker or Guardian may have PHA-approved family member/s live with him/her in the assisted unit, no additional subsidies will be provided for the family members of the Caretaker or Guardian.

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## Chapter 9

### REQUEST FOR TENANCY APPROVAL (RFTA) AND CONTRACT EXECUTION

#### 9.1 INTRODUCTION

After a family is issued a Voucher, they may search for a unit anywhere within the jurisdiction of the HA, or outside of the HA's jurisdiction (portability). If funding is not available to support portability in a higher payment standard area whereby the jurisdiction is "billing" not "absorbing", the family may be denied portability to the higher cost area.

The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the HA. This chapter defines the types of eligible housing, the HA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of RFTA's.

#### 9.2 REQUEST FOR TENANCY APPROVAL (RFTA) (24 CFR 982.302)

The RFTA and a copy of the proposed lease must be submitted by the family prior to the expiration of the Voucher.

Both the owner and Voucher holder must sign the RFTA. The HA will not permit the family to submit more than one RFTA at a time.

Both the owner, or the owner's designee, and the Voucher holder should be present for the initial inspection. If the owner chooses to have his/her designee present for the inspection in lieu of himself/herself, the designee must have the written authority to sign the Housing Assistance Payments (HAP) Contract.

The following timeline must be observed for all incoming RFTAs:

- The unit should be ready for inspection **no later than** 14 calendar days from the date the RFTA is submitted. Ready for inspection means that ownership is verified, rent is negotiated (if needed) to ensure unit affordability, rent is determined reasonable, **all** utilities are in service and finalized permits (if any) are submitted by the owner for any additions/improvements to the unit.
- The initial inspection will be conducted by HA staff within 7 business days from the date the unit is ready or from the date the RFTA is received by the HA, whichever is later or from the date ownership is verified.
- If the unit fails the initial inspection, repairs must be made within 10 calendar days and a repair inspection will be conducted by HA staff within 4 business days from the date the HA is notified that repairs are completed. For certain repairs, the HA may utilize the Certified Repair Notice (CRN) that both the owner and tenant sign acknowledging the repair has been completed in conjunction with pictures and or receipts, as an alternative for conducting a repair check.
- The unit must pass inspection **no later than** 30 calendar days from the initial inspection or the date the unit is ready, whichever is later.
- The owner must provide a signed HAP Contract and signed Lease Agreement to the HA either on the date of the passed inspection or **no later than** 7 calendar days from the date the participant takes occupancy of the unit.
- The participant must enter into a Lease Agreement **and** take occupancy of the unit **no**

later than 60 calendar days from the date the inspection has passed.

### **9.2.1 Review of the RFTA 24 CFR 982.507 and 982.508**

HA staff will review the rent amount to ensure the rent is reasonable based upon current rents for comparable unassisted units. The voucher program rule requires that the HA's system for determining comparability and reasonable rent take nine factors into consideration: location, size, type, quality and age, amenities, housing services and maintenance, and utilities provided by the owner under the lease. Also, that it is affordable as determined by HUD regulations for the family. Affordable for the family means that the family's share of the rent plus the current utility allowance cannot exceed 40 percent of the household's adjusted monthly income. If the unit does not meet the affordability criteria, the HA will attempt to negotiate the rent with the owner. If the owner does not agree on the contract rent after the HA has tried to negotiate a revised rent, the HA will inform the family and owner that the RFTA is disapproved.

Owners must submit their own lease with the HUD lease addendum attached and a property management agreement (if applicable). The HA may review the lease to ensure compliance with HUD regulations, state and local laws. Responsibility for utilities, appliances and optional services must correspond to those provided on the RFTA.

The RFTA may be denied if the:

- unit is not ready for inspection within 14 calendar days
- unit does not pass inspection within 30 calendar days
- owner does not provide the signed HAP Contract and signed Lease within 7 calendar days
- owner and/or participant do not provide all HA required information within the requested time frames.
- participant does not take occupancy of the unit within 60 calendar days from the date the inspection has passed, and/or
- unit fails initial inspection after previously being an assisted unit and the contract was terminated for failing HQS and/or NSPIRE.

The family's voucher term will be suspended from the time the family submits a RFTA to the time the HA notifies the family, in writing, of the RFTA denial. The HA will recalculate the voucher term to add the time the voucher was suspended and issue another RFTA to the family.

HUD regulations prohibit the HA from approving a unit if the owner is the parent, child, grandparent, grandchild, sister, brother of any member of the tenant family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. [24 CFR 982.306 (d)]

If the HA determines that the RFTA is approvable, staff will make every effort to schedule and perform the initial inspection within 7 business days from the date the RFTA is received provided the unit is ready for inspection, or within 7 business days from the unit ready date or from the date ownership is verified. Any variance from this time frame will be documented in the family's file.

### **9.2.2 Residence Limitations**

**Interest in Unit:** The owner may not reside in the assisted unit. The owner may reside in a unit in which a voucher family is participating in a "shared housing" type of assistance. However, the owner may not be a resident owner if any member of the participant family is related to the owner.

**Relative Owner:** The HA 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 HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities (24 CFR 982.306 (d)). There must be a nexus between the disability and the request to rent from a relative.

Reasonable accommodations granted to rent from a relative that were approved at initial occupancy will remain in effect as long as the participant family resides in the unit; however, the owner may not be a resident owner if any member of the participant family is related to the owner.

### **9.3 INFORMATION TO OWNERS**

The HA is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlords if known. The HA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The HA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. They will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

### **9.4 OWNER DISAPPROVAL**

For purposes of this section, "owner" includes a principal or other interested party. The HA will disapprove the owner for the reasons stated in Chapter 16 of this Plan.

### **9.5 CONTRACT EXECUTION PROCESS (24 CFR 982.305)**

The HA prepares the Housing Assistance Payment Contract for execution. The family and the owner will execute the lease agreement, and the owner and the HA will execute the HAP Contract with the owner within 60 calendar days or the contract is null and void. Copies of the documents will be furnished to the parties who signed the respective documents.

### **9.6 CHANGE IN OWNERSHIP**

The HA requires written documentation of any change in ownership. A copy of the recorded grant deed is acceptable documentation. In addition, if the new owner wants to continue receiving Housing Assistance Payments, they must sign a new HAP Contract and may provide the Housing Authority a signed lease and/or rental agreement.



## Chapter 10

### HOUSING QUALITY STANDARDS AND INSPECTIONS

#### 10.1 INTRODUCTION

24 CFR 982.404

Housing Quality Standards (HQS and/or (NSPIRE)) are the HUD minimum quality standards for tenant-based programs. HQS and/or NSPIRE inspections are required both at initial occupancy and annually during the term of the lease.

At the HA's discretion, pursuant to the 2014 Appropriations Act, the HA may conduct HQS and/or NSPIRE inspections on a biennial basis (once every two years) using a consistent methodology plan (i.e. streamlined annual files and high performing landlords with 75% units that pass inspection at the 1<sup>st</sup> HQS and/or NSPIRE visit). Also pursuant to the 2014 Appropriations Act, in lieu of conducting an HQS and/or NSPIRE inspection for existing voucher-assisted units, the HA may use Alternate Inspection Methods for annual inspections if the alternative inspection uses an equivalent or higher standard. HQS and/or NSPIRE inspections apply to the building and premises, as well as the unit. Reasonable business hours to conduct housing inspections are between 8:00 a.m. and 5:00 p.m.

These minimum standards may be enhanced by the HA, provided that by doing so the HA does not overly restrict the number of units available for lease under the program. The use of the term "HQS and/or NSPIRE" in this Administrative Plan refers to the combination of both HUD and HA requirements. This chapter describes the HA's procedures for performing HQS and/or NSPIRE and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS and/or NSPIRE requirements for both families and owners.

#### 10.2 TYPES OF INSPECTIONS

Efforts will be made at all times to encourage owners to provide housing that meets or exceeds the HQS and/or NSPIRE minimum standards. All utilities and appliances must be in service before the unit will pass HQS and/or NSPIRE.

There are five types of inspections the HA will perform:

1. Initial/Move-in: HA will make every effort to schedule and perform inspection within 7 business days of receipt of Request for Tenancy Approval or from the date the unit will be ready for inspection.
2. Annual: Must be conducted within 12 months of the last inspection date.
3. Special/Complaint: At the request of an owner, family, agency or third-party.
4. Move-Out/Vacate: At the HA's discretion, the HA may conduct a move-out inspection if damage is a result of the tenant not meeting their obligations and such damage would cause tenant to lose their assistance.
5. Quality Control: Quality control inspections are conducted in an amount necessary to meet HUD requirements.

#### 10.3 ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS and/or NSPIRE

The HA adheres to the acceptability criteria in the program regulations and HUD Inspection Manual. Additions to HQS and/or NSPIRE:

- Modifications or adaptations to a unit must meet applicable HQS and/or NSPIRE and building codes i.e., must provide copy of signed off final city building permit for additions and/or

removed structures.

- All emergency systems must be operable (i.e., pull cords for elderly/disabled complexes).
- Security bars/window bars in rooms that can be used for sleeping must have a quick release mechanism. Such devices shall be releasable or removable from the inside without the use of a key, tool, special knowledge, or force greater than that which is required for normal operation of the escape and rescue opening. *The release mechanism shall be maintained operable at all times* (Chapter 3 – Building Planning of the 2016 California Residential Code, Section R310, Emergency Escape and Rescue Openings).
- Two Earthquake straps (one in the top third and one in the bottom third) are required for all hot water heaters. An exception would be in the case of electric water heaters located inside a cupboard, typically under a countertop and commonly referred to as 30 gallon stubbies (which are half the size of a normal water heater). In these instances, one earthquake strap is preferred but Plumbers tape may be used to secure the water heater.
- A functional cooling system must be in all units located in the desert communities (both incorporated and unincorporated) east of the City of Desert Hot Springs (this includes the City of Desert Hot Springs).
  
- All exterior doors must have working deadbolts (inside cannot be keyed – must be keyless) and a doorknob.
- Certified Carbon Monoxide Detectors must be installed in, all dwellings (1 per floor level) having a fossil fuel burning heater or appliance (such as a gas stove, or oven), fireplace or attached garage. (SB183)

#### 10.4 **INSPECTIONS**

[24 CFR 982.405 (a)]

The HA conducts an inspection in accordance with Housing Quality Standards at least annually, but no sooner than 120 calendar days ~~from the last annual inspection, prior to the anniversary month of the contract.~~ Special or Quality Control inspections may be scheduled between anniversary dates.

For inspection of HA owned units the HA must obtain the services of an independent entity to perform all HQS inspections in cases where an HCV family is receiving assistance in a HA-owned unit. An HA-owned unit is defined as a unit in a project that is owned by the HA, owned by an entity wholly controlled by the HA, or owned by an LLC or limited partnership in which the HA or entity wholly controlled by the HA holds a controlling interest in the managing member or general partner [Federal Register (FR) notice (82 FR 5458) published on January 18, 2017, as revised by FR notice 82 FR 32461 published on July 14, 2017]. The independent agency must communicate the results of each inspection to the family and the HA. The independent agency must be approved by HUD, and may be the unit of general local government for the HA jurisdiction (unless the HA is itself the unit of general local government or an agency of such government).

The landlord must correct HQS and/or NSPIRE deficiencies that cause a unit to fail unless the fail item is one for which the participant is responsible. HAP payments will not be made on units that do not meet HQS and/or NSPIRE. The family is responsible for breaches of HQS and/or NSPIRE that are caused by any of the following:

- The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid for by the tenant;
- The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

- Any member of the household or guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
- The family fails to allow the HA to inspect the unit at reasonable times with reasonable notice.
- If the family does not contact the HA to reschedule the inspection (with good cause), or if the family misses one inspection appointment, the HA will consider the family to have violated a family obligation, and their assistance may be terminated in accordance with the termination procedure in this Plan.

**Single Room Occupancy (SRO): Housing quality standards. [24 CFR 982.605]**

HQS requirements described in Chapter 10 apply to SRO housing except as modified below.

(a) *HQS standards for SRO.* The HQS in § 982.401 apply to SRO housing. However, the standards in this section apply in place of § 982.401(b) (sanitary facilities), § 982.401(c) (food preparation and refuse disposal), and § 982.401(d) (space and security). Since the SRO units will not house children, the housing quality standards in § 982.401(j), concerning lead-based paint, do not apply to SRO housing.

**(b) *Performance requirements.***

- (1) SRO housing is subject to the additional performance requirements in this paragraph (b).
- (2) Sanitary facilities, and space and security characteristics must meet local code standards for SRO housing. In the absence of applicable local code standards for SRO housing, the following standards apply:

**(i) *Sanitary facilities.***

- (A) At least one flush toilet that can be used in privacy, lavatory basin, and bathtub or shower, in proper operating condition, must be supplied for each six persons or fewer residing in the SRO housing.
- (B) If SRO units are leased only to males, flush urinals may be substituted for not more than one-half the required number of flush toilets. However, there must be at least one flush toilet in the building.
- (C) Every lavatory basin and bathtub or shower must be supplied at all times with an adequate quantity of hot and cold running water.
- (D) All of these facilities must be in proper operating condition, and must be adequate for personal cleanliness and the disposal of human waste. The facilities must utilize an approvable public or private disposal system.
- (E) Sanitary facilities must be reasonably accessible from a common hall or passageway to all persons sharing them. These facilities may not be located more than one floor above or below the SRO unit. Sanitary facilities may not be located below grade unless the SRO units are located on that level.

**(ii) *Space and security.***

- (A) No more than one person may reside in an SRO unit.
- (B) An SRO unit must contain at least one hundred ten square feet of floor space.

(C) An SRO unit must contain at least four square feet of closet space for each resident (with an unobstructed height of at least five feet). If there is less closet space, space equal to the amount of the deficiency must be subtracted from the area of the habitable room space when determining the amount of floor space in the SRO unit. The SRO unit must contain at least one hundred ten square feet of remaining floor space after subtracting the amount of the deficiency in minimum closet space.

(D) Exterior doors and windows accessible from outside an SRO unit must be lockable.

**(3) Access.**

(i) Access doors to an SRO unit must have locks for privacy in proper operating condition.

(ii) An SRO unit must have immediate access to two or more approved means of exit, appropriately marked, leading to safe and open space at ground level, and any means of exit required by State and local law.

(iii) The resident must be able to access an SRO unit without passing through any other unit.

(4) **Sprinkler system.** A sprinkler system that protects all major spaces, hard wired smoke detectors, and such other fire and safety improvements as State or local law may require must be installed in each building. The term “major spaces” means hallways, large common areas, and other areas specified in local fire, building, or safety codes.

**10.4.1 Time Standards for Repairs**

**[24 CFR 985.3 (f)] and 24 CFR 982.404**

1. Emergency items that endanger the family’s health or safety must be corrected within 24 hours of notification.
2. For non-emergency items, all repairs must be completed as specified by the HA, not to exceed 30 calendar days.
3. For major repairs, a Supervising Development Specialist (SDS) or above may approve an extension beyond 30 calendar days.

In accordance with the Notice to Repair or Certified Repair Notice, the HAP contract will be terminated if the unit is not in compliance with HQS and/or NSPIRE. If the tenant is the responsible party, a Pre-termination of Assistance Appointment letter will be sent. No payments will be made to the owner after the HAP contract has been terminated.

**10.5 EMERGENCY REPAIR ITEMS**

**[24 CFR 982.404 (a) (3) and (b) (2)]**

The HA must not make any housing assistance payments for a dwelling unit that fails to meet HQS, unless the Owner corrects the defect within the period specified by the HA and the HA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. If a HQS breach is caused by the family and is life threatening, the family must correct the defect within no more than 24 hours.

Life threatening is defined as conditions that present imminent probability of serious injury.

- Large and/or sharp enough to cut and/or puncture the skin, resulting in profuse bleeding,
- Cause an injury that would damage part of the body rendering it useless or unable to be used as intended, and
- Allow exposure to toxic substances or other health hazards that can shorten life or cause substantial reduction in physical or mental efficiency.

Emergency items are defined as conditions that do not present an imminent probability of serious injury, but if left unchecked for 24 hours, would most likely lead to a health and safety condition directly affecting the tenant.

The following is a non-exhaustive list of items considered of a life threatening and/or of an emergency nature and must be corrected by the owner or tenant (whoever is responsible per statute) within 24 hours of notice by the Housing Authority:

- Lack of security for the unit
- Inoperable or missing smoke or carbon monoxide detectors
- Waterlogged or damaged ceilings, floors, or walls in imminent danger of falling
- Major plumbing leaks or flooding
- Natural or Liquid Petroleum (i.e. propane) gas leak or fumes
- Electrical problem which could result in shock or fire
- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit (blocked egress)
- Lack of at least one functioning sink and toilet
- Any other item deemed an immediate health or safety hazard

In those cases where there is leaking gas or a potential of fire or other threat to public safety, and the responsible party cannot be contacted, the proper authorities will be notified by the HA.

#### **10.6 CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)** **(24 CFR 982.404 and 982.453)**

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When it has been determined that a unit on the program fails to meet HQS, the owner is responsible for completing the necessary repair(s) in the time period specified by the HA. The HA must take prompt action to enforce owner obligations. HA remedies for such breach of the Housing Quality Standards may include abatement of the HAP or termination of the HAP contract.

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#### **Abatement**

Should circumstances arise that warrant abatement, a notice of abatement of the housing assistance payment will be sent to the owner, and the abatement will be effective the first of the month following the specified correction period. The housing assistance payment will be abated for no more than a period of thirty (30) days, at which time the contract will be terminated if the required repairs are not made and verified by the HA.

If re-inspection is necessary, the HA will inspect abated units within seven calendar days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the HA's portion of rent that is abated.

**Extensions to Repair Deadlines, Delaying Abatements**

A Housing Authority supervisor may grant a time extension to a repair deadline in lieu of abatement in the following cases:

- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services; or
- The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed 30 days. At the end of that time, if the work is not completed, the HA will begin the abatement.

**Termination of Contract**

If the owner is responsible for repairs and fails to correct all the deficiencies cited prior to the end of the abatement period, the HAP Contract will be terminated. A notice of termination will be mailed to owner and tenant (if tenant is still in the unit).

**10.76 INITIAL HQS AND/OR NSPIRE INSPECTION**

An Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS and/or NSPIRE as defined by HUD regulations and this Plan.
- Determine if the Rent to Owner is reasonable and document the information to be used in that determination.

Also see Chapter 9, Section 9.2, for Initial HQS and/or NSPIRE inspection guidelines and timelines.

**10.87 SPECIAL/COMPLAINT INSPECTIONS**

If at any time a family, owner, agency, or third party notifies the HA that the unit does not meet Housing Quality and/or NSPIRE Standards, the HA will conduct an inspection. Move-Out/Vacate: As a courtesy to the owner, the HA may conduct a move-out inspection at the landlord’s written request, if damage is a result of the participant not meeting their obligations and such damage would cause the participant to lose their assistance.

**10.98 QUALITY CONTROL INSPECTIONS** [24 CFR 982.405 (b)]

The Housing Supervisor or designee will perform Quality Control inspections, in a frequency necessary to meet HUD requirements. The purpose of Quality Control inspections is to ascertain that Housing Specialists/Program Assistants and/or contracted vendors are conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of HQS and/or NSPIRE.

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## Chapter 11

### OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

#### 11.1 INTRODUCTION

The HA is responsible to ensure that the rents charged by owners are reasonable based upon comparable unassisted units in the rental market. When the HA has determined that the unit meets the minimum HQS and/or NSPIRE, that the lease is approvable, and that the rent is reasonable, the HA will enter into a Housing Assistance Payment Contract with the owner. This chapter explains the HA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the payment standards, and rent adjustments.

#### HA-owned Units [24 CFR 982.352(b)]

In cases where an HCV family is receiving assistance in an HA-owned unit, the HA must obtain the services of an independent entity to determine rent reasonableness in accordance with program requirements, and to assist the family in negotiating the contract rent when the family requests assistance. A HA-owned unit is defined as a unit in a project that is owned by the HA, owned by an entity wholly controlled by the HA, or owned by an LLC or limited partnership in which the HA or entity wholly controlled by the HA holds a controlling interest in the managing member or general partner [Federal Register (FR) notice (82 FR 5458) published on January 18, 2017, as revised by FR notice 82 FR 32461 published on July 14, 2017]. The independent entity must communicate the results of the rent reasonableness determination to the family and the HA. The independent entity must be approved by HUD, and may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an entity of such government).

#### 11.2 OWNER PAYMENT IN THE VOUCHER PROGRAM

The HCV formula for determining maximum subsidy is the lower of the Payment Standard or the Gross rent (contract rent plus current utility allowance) for the unit minus the family's Total Tenant Payment.

- The maximum subsidy for each family is determined by the payment standard for the Voucher size issued to the family (or the gross rent as stated above), less 30 percent of the family's monthly adjusted income. The actual subsidy level could be less if the family is required to pay the minimum total tenant payment (the higher of 10 percent of the family's monthly income or \$50 minimum rent).
- The payment standard for SRO housing is 75 percent of the zerobedroom payment standard amount on the HA's payment standard schedule. The utility allowance for an assisted person residing in SRO housing is 75 percent of the zerobedroom utility allowance.
- The Voucher size issued to the family is based on the HA's subsidy standards. The payment standard for the family is based on the lesser of the payment standard for the Voucher size issued or the payment standard for the number of bedrooms of the selected unit.
- The housing assistance payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

#### 11.3 LATE PAYMENTS TO OWNERS

The HA must pay the Housing Assistance Payment (HAP) promptly when due to the owner in accordance with the HAP contract. Late payments to owners shall be the lesser of 1) the late payment as stated in the lease between the owner and the tenant, or 2) \$50.00. However, the HA shall not be

obligated to pay any late payment penalty if HUD determines that late payment by the HA is due to factors beyond the HA's control.

The HA may only use the following sources to pay a late payment penalty from program receipts under the consolidated ACC: administrative fee income for the program or the administrative fee reserve for the program. The HA may not use other program receipts for this purpose.

#### **11.4 PAYMENT STANDARDS AND ADJUSTMENTS** (24 CFR 982.503)

The subsidy amount is based on a Payment Standard set by the HA. The HA will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements and this Plan, and if an increase is warranted, the Payment Standard will be adjusted within 90 percent to 110 percent of the current HUD-published Fair Market Rent (FMR). However, should a HUD waiver be granted to an amount that falls outside the basic range of 90-110%, the HA will adopt the new range as needed to meet funding allocations.

The HA may approve an exception Payment Standard up to 120% of the FMR when it has determined that it is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. In accordance with PIH 2013-18 (HA), "Exception payment standards **must** remain in effect until or unless a higher payment standard is warranted, requested, and subsequently approved." **The unit size may not exceed the authorized subsidy size for the family.** The HA may apply to HUD Headquarters to approve a Payment Standard exceeding 120% of the FMR if it determines that the increase is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR Part 8.

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The HA may use some or all of the measures below in making a determination whether an adjustment should be made to the Payment Standards.

##### **11.4.1 Increasing of the Payment Standard**

Statistical analysis may reveal the Payment Standard should be increased. In accordance with 24 CFR 982.505(c)(4), the increased payment standard amount shall be used to calculate the monthly housing assistance payment for the family beginning at the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard amount.

##### **11.4.2 Lowering of the Payment Standard**

Statistical analysis may reveal the Payment Standard should be lowered, in which case the Payment Standard should not be less than 90 percent of the current FMR. If the FMR is lowered, the Payment Standard will be decreased in accordance with HUD regulations. However, those that are currently leased in place at a higher payment standard will not be affected by the lower payment standard until they relocate.

##### **11.4.3 Financial Feasibility**

Before increasing the Payment Standard, the HA may review the budget and the project reserve to determine the impact projected subsidy increases would have on available funding for the program and number of families served.

For this purpose, the HA will compare the number of families who could be served under higher Payment Standards with the number assisted under current Payment Standards.



### **11.5 MAKING PAYMENTS TO OWNERS**

Once ownership is verified and the HAP Contract is executed, the HA begins processing monthly payments to the landlord. The HAP to owners will be processed by the Housing Authority Accounting Department. Direct deposit is required to assist in the prompt receipt of HAP payments.

### **11.6 EXCEPTION PAYMENT STANDARD**

The HUD field office may approve an exception payment standard up to 120% of the FMR for all units of a given size leased by families in an exception area.

An area exception payment standard may not exceed 120% of the FMR. An area exception payment standard will not be approved unless HUD determines that an exception rent is needed either:

- To help families find housing outside areas of high poverty; or
- Because Voucher holders have trouble finding housing for lease under the program within the term of the Voucher.

The HA may approve an exception payment standard up to 120% of the FMR when it has determined that it is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. **The unit size may not exceed the authorized subsidy size for the family.**

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### **11.7 ENHANCED PAYMENT STANDARDS (PIH Notice 2001-41 and PIH Notice 2016-02)**

Enhanced vouchers are primarily provided in the case of preservation prepayments and Section 8 project-based contract opt-outs.

Enhanced voucher assistance under Section 8(t) of the United States Housing Act of 1937 is calculated differently from regular housing choice voucher assistance if the family remains in the project. A higher “enhanced” payment standard is used to determine the amount of the monthly subsidy in cases where the gross rent of the unit exceeds the normally applicable PHA payment standard. In such instances, the gross rent for the unit is used in the monthly subsidy calculation instead of the normally applicable payment standard.

The housing assistance payment calculation for an enhanced voucher family remaining in the project is the gross rent of the unit minus the greatest of (a) 30 percent of adjusted monthly income; (b) 10 percent of monthly income; (c) the welfare rent in as-paid states; (d) the enhanced voucher minimum rent (see HUD Notice PIH 2001-41, section II.c.3 for further details); or (e) such other minimum rent established by the PHA (see 24 CFR §5.630).

When an enhanced voucher holder moves out of the project, the voucher reverts to a regular HCV household and normal payment standard rules apply. The family is no longer an enhanced voucher household.

*If the family continues to reside at the covered project, at such time that an enhanced voucher household resides in a unit where the actual number of bedrooms exceeds the family unit size for which the family qualifies under the HA subsidy standards, the family will become what PIH Notice 2016-02 refers to as an “over-housed family”.* When a family becomes over-housed, the family must transfer to another unit in the project of appropriate size, as outlined in PIH Notice 2016-02 (which

strikes the obsolete policy stated in PIH Notice 2001-41).

The HA will follow the transfer requirements for over-housed families as outlined in PIH Notice 2016-02 according to the following guidelines:

1. Issue the voucher based on PHA subsidy standards, and grant additional bedrooms if approved as a reasonable accommodation in order to make the rental assistance program accessible to a person with disabilities
2. If the household occupies a unit larger than they are authorized they are “over-housed”
3. If, at any time, the over-housed family chooses to move from the project the normal tenant-based voucher program rules apply to the subsidy calculation for the new unit
4. Once the PHA determines the family is over-housed, the PHA must inform the family and explain the requirements of moving to a unit of appropriate size
5. If the family indicates it wishes to remain at the project with enhanced voucher assistance, the PHA must inform the owner of the project that the family is in an over-sized unit
6. The PHA must provide the owner with the bedroom size for which the family actually qualifies under the PHA subsidy standards (i.e. the appropriate size unit).
7. The owner must then identify all appropriate size units available in the project
8. If an appropriate size unit *does not physically exist* at the project, the term “appropriate size unit” also includes an available bedroom size unit that is smaller than the family’s current unit but is not smaller than the appropriate size unit for which the family qualifies under the PHA subsidy standards.
9. The over-housed family must move to an appropriate size unit in the project if one is available in order to receive enhanced voucher assistance.
10. If an over-housed family refuses to move to the appropriate size unit, and one exists and is available for occupancy, the PHA will calculate the family’s housing assistance payment for the over-sized unit based on the normally applicable voucher subsidy formula using the applicable payment standard for the regular voucher program and the family is responsible for any amount of the gross rent not covered by the housing assistance payment.
11. If a unit of appropriate size does not physically exist at the covered project and the family wishes to remain at the project with enhanced voucher assistance but a bedroom size unit is available that is smaller than the family’s current unit (but not smaller than the unit size for which the family qualifies under the PHA subsidy standards) the family must move to the smaller bedroom size unit within a reasonable time but not to exceed 30 days. The Housing Authority of the County of Riverside has determined that 30 days is a reasonable time. The enhanced voucher subsidy calculation is the gross rent for the smaller bedroom size (the smaller bedroom size refers to the reduced bedroom unit, not the appropriate size unit that does not physically exist).
12. If a unit of appropriate size is not available at the covered project, the PHA will execute a voucher HAP contract for the over-sized unit, provided rent is reasonable and the unit complies with all other voucher program requirements such as HQS and/or NSPIRE. The enhanced voucher housing subsidy calculation is based on gross rent for the over-sized unit and will continue as such (including rent increases) until an appropriate size unit in the project becomes available for occupancy.
13. The PHA must maintain a record of enhanced voucher families living in over-sized units and monitor the availability of appropriate size units at the project by contacting the owner once a quarter.
14. The owner must immediately inform the PHA and the family when an appropriate size unit will become available in the project. The owner is subject to possible financial penalties or

- other enforcement actions if the owner fails to notify the PHA immediately.
15. When the PHA is informed that an appropriate size unit is available, the PHA must immediately notify the over-housed family of the availability of the unit and the family must move to the appropriate size unit in a reasonable time, but not to exceed 30 days, in order to continue to receive enhanced voucher assistance. The HA has determined that 30 days is a reasonable time for the family to move to the new unit. The HA will execute a new contract with the owner and the family will enter into a new lease with the owner for the appropriate size unit. The enhanced voucher subsidy calculation is based on the gross rent for the appropriate size unit.
  16. The PHA may grant an extension beyond the 30 days if it is a hardship for the family to move because of medical reasons and/or as a reasonable accommodation for a person with disabilities. Hardship extensions must be submitted by the family in writing within 10 calendar days from the date the family is notified in writing by the PHA that an appropriate size unit is available. The extension request will be verified and reviewed by the PHA Reasonable Accommodation panel. If approved, *up to* an additional 30 days may be granted to the family to move to the unit of appropriate size.
  17. If the family does not move to the appropriate size unit within 30 days, or any extension granted, the PHA shall notify the owner that the unit may be re-leased to a family chosen by the owner. The over-housed family's subsidy is recalculated as described below.
  18. If an over-housed enhanced voucher family refuses to move to the appropriate size unit or does not move within the established timeframe determined by the PHA, the PHA will recalculate the family's housing assistance payment for the oversized unit based on the normally applicable voucher subsidy formula using the applicable payment standard established by the PHA for its voucher program (see 24 CFR 982.402 (c)(d)). The family will be responsible for any amount of the gross rent not covered by the housing assistance payment.
  19. If more than one over-housed enhanced voucher family residing at the project qualifies for the same size unit under the PHA's subsidy standards, and the number of appropriate size units that become available at any given time is less than the number of units necessary to accommodate the number of over-housed families, the PHA will offer the units to the families using the following method:
    - Families living in over-sized units for the longest period of time will be offered the appropriate sized units first.
  20. If, as a result of a decrease in family size or change in family composition, an enhanced voucher family subsequently becomes over-housed, the family must move to an appropriate size unit in accordance with the above-outlined over-housed process.
  21. The PHA will ensure effective communication with an individual with disabilities through the use of auxiliary aids and services, as determined necessary for the family.
  22. If the PHA learns of available units at the project for which the owner failed to notify the PHA, the PHA must report such information to HUD by sending an email to Meena.S.Bavan@hud.gov with the subject line Over-Housed Enhanced Voucher Families. Within the email, the PHA must provide the following:
    - PHA code
    - Name and address of the project
    - Name of the project owner, if known
    - The approximate date the appropriate size units became available
    - Whether the units are currently leased to market rate or voucher families.

## **11.8 RENT REASONABLENESS DETERMINATIONS**

**[24 CFR 982.507(a)(2)(ii), 983.302(a)(2), and 983.303(b)(1) and PIH 2018-01]**

Rent reasonableness determinations are made when units are placed under HAP Contract for the first time, before any increase in rent to the owner, if there is a 10% decrease in the published FMR, and/or if directed by HUD.

The HA determines rent reasonableness using AffordableHousing.com (formerly GoSection8), a database of unassisted rental units in all bedroom sizes throughout the county. Newspapers, rental magazines, calls to property owners and managers and the Internet are additional sources used to add comparables to the database.

The HA will consider comparable unassisted units preferably within a one (1) mile radius, but census tract and/or zip code may also be considered to include the location, quality, size, unit type, age of the unit, amenities, services, maintenance and utilities provided by the owner in determining rent reasonableness. With supervisor approval, exceptions may be considered in remote areas where a one (1) mile radius is not sufficient. If the radius is expanded beyond the preferred (1) mile radius, the HA will expand the search to include comparable units that are closest to the subject unit/property.

A printout showing the rental amount of comparable units in the area is imaged to the family's file, signed and dated by the Housing Specialist, documenting the data used to determine rent reasonableness.

**11.9 RENT INCREASES**

**(24 CFR 982.507)**

Owners may not request rent increases to be effective prior to the expiration of the initial term of the lease. An owner request for a rent increase must be in accordance with the lease, state law including, but not limited to Civil Code Section 827(b), HAP contract and HUD regulations. The owner must notify the PHA in writing of any changes in the amount of the rent to the owner at least **60 (sixty) days** before any such changes go into effect (see HAP Contract Part C: Tenancy Addendum Section 15.d). Additionally, per Assembly Bill 1482 (AB 1482, the California Tenant Protection Act of 2019) effective 1/1/2020 and expires 1/1/2030 limits contract rent increases to a maximum of 10 percent in a 12-month period in accordance with California Civil Code Section 1947.12. California Civil Code Section 1947.12 shall not apply to the following residential real properties or units:

- (1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing.
- (2) School dormitories.
- (3) Housing subject to local rent control that is more restrictive.
- (4) Housing issued a certificate of occupancy within the previous 15 years (which is a rolling period).
- (5) Property that is alienable separate from the title to any other dwelling unit (such as single family residences, condos or townhouses), and both of the following apply:
  - (A) The owner is not a REIT, a corporation, or a limited liability company in which at least one member is a corporation.

(B) The tenants have been provided written notice that the property is exempt.

(6) An owner-occupied duplex if the owner occupied a unit as the owner's principal place of residence at the beginning of the tenancy and the owner continues in occupancy.

However, a residential real property or unit exempt from California Civil Code Section 1947.12 may issue a proposed rent increase- greater than 10 percent of the rental amount charged to the tenant. ~~The notification~~~~The notification~~~~notification~~ period must be- 90 (ninety) days and the notice must be delivered to the tenant prior to the effective date of the increase in accordance with California Civil Code 827 (3)(A). The owner must provide the HA with a copy of the rent increase notice that was served to the tenant(s). The requested rent increase must be reasonable for market conditions. If the rent comparisons are determined to be lower than the current contract rent, regulations state that at no time can the rent to owner exceed the reasonable rent (i.e. rent comparable/s) most recently determined by the PHA. For this reason, the PHA must complete an interim to lower the contract rent to the new amount as determined by the rent comparisons. If the HA disapproves the owner's request for a rent increase because the rent is not reasonable, both the participant and the owner will be notified in writing and the family may request that the HA issue the family a Voucher to enable them to relocate.

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## Chapter 12

### REEXAMINATIONS

#### 12.1 INTRODUCTION

HUD requires the HA to re-certify the income, assets and household composition of all families at least annually. In addition, the HA is required to inspect the assisted unit at least annually, and to process requests for rent adjustments. These activities must be coordinated to ensure that they are completed in accordance with the regulations. It is a HUD requirement that families report all changes in household composition and income at the annual reexamination. The HA decides what other changes must be reported, and the procedures for reporting all income. This chapter defines the HA's policy for conducting annual reexaminations and coordinating the annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

#### 12.2 ANNUAL RECERTIFICATION/REEXAMINATION (24 CFR 982.516)

##### 12.2.1 Requirement to Attend

All adult household members are required to attend scheduled appointments. Failure to appear for a scheduled interview is cause to terminate assistance for failure to comply with the family obligation of providing information to the HA.

##### 12.2.2 Documents Required from the Family

Failure to provide documents required by the HA is a violation of a family obligation and grounds for termination of assistance. The family will be given 10 calendar days to provide requested information and/or documents.

The HA may make exceptions to these policies if the family is able to document an emergency situation that prevented them from attending a scheduled appointment or providing requested information.

##### 12.2.3 Tenant Rent Increases

If the tenant portion of rent increases, a notice of at least 30 calendar days is mailed to the family prior to the effective date of the change whenever possible. If the owner has served the tenant with a Rent Increase Notice, that notice shall serve as the notice to the tenant of the increase in their rent.

If there has been a misrepresentation or a material omission by the family, the family may be terminated and/or required to repay any overpaid HAP to the HA.

##### 12.2.4 Tenant Rent Decreases

If the tenant portion of rent decreases, it will be effective on the first day of the month after the written notification of the change. If the family causes a delay in the processing of the reexamination, the rent change will be effective on the first day of the month following completion of the reexamination.

### **12.3 REPORTING INTERIM CHANGES**

The HA requires program participants to report all changes in household composition, assets or income in writing within 10 calendar days of the change to the HA. This includes additions due to marriage, birth, adoption and court-awarded custody. The family must obtain HA and owner approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim unless the change takes place during the regular reexamination.

#### **12.3.1 Interim Reexamination Policy**

Participants must report all changes in income, assets, and family household composition in writing within 10 calendar days of change. Changes will be processed if they are anticipated to continue for sixty (60) or more days.

If it has been determined that a participant has misrepresented any information to the PHA that causes the PHA to pay a higher HAP amount, the participant will be required to repay the excess HAP paid on their behalf. If the PHA determines that the participant has been subsidized through the participant's willful misrepresentation of income, assets, or family composition, the PHA shall notify the participant that rental assistance will be terminated and excess HAP repaid and the participant has the right to request a Hearing.

#### **12.3.2 Decreases in Income**

The HA will process the change if the decrease in income is **\$100 monthly** or more and anticipated to continue for sixty (60) or more days.

#### **12.3.3 Increases in Income**

The HA will conduct interim reexaminations for participants who have an increase in income of **\$100 monthly** or more.

#### **12.3.4 Zero Income Families:**

Families reporting less than \$100 in gross monthly household income will be asked how the family pays for necessary living expenses and the family will be required to complete, sign and date the Zero Income Certified Statement. ~~Such families will be required to provide documentation to the HA every 30 days until such time that the family has no Utility Reimbursement Payment (URP). Families with \$100 or less in gross monthly income will be re-evaluated every 30 days to determine if there are any new sources of income.~~ Failure to provide required information may be cause for termination of rental assistance. HUD excluded income that is designated for a specific purpose (i.e. food stamps, etc.) does not count toward the calculation of gross income.

#### **12.3.5 HA Errors**

When the HA finds that an error has been made, an interim reexamination will be conducted to correct the error. A minimum of thirty (30) days' notice will be given to participant and owner if the correction results in a decrease in the HAP payment.

**12.3.6 Administrative Errors and Omissions:** It is crucial that the PHA establish and maintain a high degree of accuracy in administering its program. From time to time minor administrative errors or omissions may be discovered which require immediate PHA action. Administrative errors, omissions, or mistakes made by PHA staff, owners, or participant may include:

1. PHA Errors and Omissions (examples):

- a. Errors in calculations of Assistance levels;
- b. Inappropriate determinations of family eligibility;
- c. Miscalculation of gross rents; or,
- d. Approval of gross rents above allowable limitations.

2. Owner Errors and Omissions (examples):

- a. Not informing the PHA that the participant has vacated the unit.
- b. Not informing the PHA that an error in contract rent has occurred within 10 days of receiving a rent change notification.

3. Tenant Errors and Omissions (examples):

- a. Omission of a particular asset or income because of lack of information;
- b. Miscalculation of income; or,
- c. Misinformation regarding family composition.

**12.3.7 Changes in family size/subsidy standards**

A larger bedroom size will not be issued if a member of the nucleus family moves out and returns as an adult, unless the member returns back home within 180 days of moving out or to offer a reasonable accommodation for a disabled family member. In these cases, the HA will not approve the addition of household members if it results in overcrowding according to HQS and/or NSPIRE.

For additions to the family in the following cases, the HA will issue the family a relocation Voucher when the change causes overcrowding according to HQS and/or NSPIRE:

- Additions by marriage
- Addition of a minor who is a member of the nucleus family who had been living elsewhere
- Addition of a HA-approved live-in aide
- Addition due to birth, adoption or court-awarded custody
- Addition of long term placement foster care minor(s) or adults

**12.3.8 Family Member moves out**

Families are required to notify the HA in writing within 10 calendar days if any family member leaves the assisted household. When the family notifies the HA, they must furnish the following information:

- The date the family member moved out
- The new address, if known, of the family member
- A statement as to whether the family member is temporarily (if temporary, indicate date of expected return) or permanently absent

**12.4 TIMELY REPORTING OF CHANGES IN HOUSEHOLD COMPOSITION, INCOME AND ASSETS**

Families who do not report required changes within time frames established by the HA are considered in violation of a family obligation, and are subject to termination of assistance.

**12.5 NOTIFICATION OF RESULTS OF REEXAMINATIONS**

The Form HUD 50058 will be completed and transmitted as required by HUD.





## Chapter 13

### MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

#### 13.1 INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the HA's jurisdiction, or to a unit outside of the HA's jurisdiction under portability procedures. The regulations also allow the HA the discretion to develop policies which define any limitations on moves. This chapter defines the procedures for moves, both within and outside of the HA's jurisdiction, and the policies and limitations on moves.

A family may move (relocate) to a new unit when the owner has given the family a notice to vacate and the family is eligible for continued assistance or when the family has given proper notice of lease termination and is eligible for continued assistance (see A. Allowable Moves for additional information). If the family needs to extend their notice to vacate both parties must be in agreement and provide written notice to the HA.

~~A family may request to move once annually and a notice to vacate may be extended once. The owner must approve any extension in writing. If a family exercises the one month extension and does not vacate after the one extension notice expires, they must either obtain agreement from the landlord to rescind the notice to vacate, or vacate the unit as planned while they search for a new unit. More than one extension will not be granted unless as a reasonable accommodation to make the program accessible to a person with disabilities.~~

#### 13.2 ALLOWABLE MOVES

A family may move to a new unit if:

1. The assisted lease for the old unit has terminated because the HA has terminated the HAP contract due to owner breach.
2. The HA has terminated the HAP contract because the family is underhoused (overcrowded) in accordance with HQS/NSPIRE.
3. The owner has given the family a notice to vacate and the family is eligible for continued assistance.
4. The family has given proper notice of lease termination and is eligible for continued assistance.
5. The family:
  - a. Has an income change that will result in a zero HAP at the new assisted unit. In these cases, the contract with the owner will be for a six-month period only (180 days).
  - b. Is currently at zero HAP and must relocate because the current assisted unit is either in foreclosure or up for sale. In these cases, the new contract will only be for the remaining time period left of the original 180 days since the last HAP paid (i.e. the 180 day time period at zero HAP does not restart).
6. A mutual agreement has been signed by both the owner and participant. This applies when a participant is requesting to move before the expiration of the lease term or the owner wishes a participant to move before the expiration of the lease term.
7. The family or a member of the family, is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims 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, or if any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-

day period preceding the family's request to move. A PHA may not terminate assistance if the family, with or without prior notification to the PHA, moves out of a unit in violation of the lease, if such move occurs to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit.

NOTE: To determine whether the family is eligible for continued assistance, a full reexamination will be done prior to approval of any relocation, unless the Eligibility Questionnaire and verifications in the file are dated within the last 60 days. ~~A household may request one extension of the notice to vacate and it must be approved by the landlord.~~

### **13.3 RESTRICTIONS ON MOVES (INCLUDING OUTGOING PORTABILITY)**

Families will not be permitted to move during the initial term of the lease. Families will not be permitted to move more than once in a 12-month period unless a 6 month lease is in place according 24 CFR 982.309 (a). The HA will deny permission to move if:

- The family owes the HA money
- The family has violated a Family Obligation
- The family is in violation of their lease

At any time, the PHA may deny permission to move in accordance with 24 CFR 982.552 (grounds for denial or termination of assistance).

The HA may make exceptions to these restrictions if there is an emergency or safety reason for the move or as a reasonable accommodation for a disabled family member.

### **13.4 PORTABILITY**

Portability applies to families moving out of or into the HA's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial HA's jurisdiction.

### **13.5 OUTGOING PORTABILITY** (24 CFR 982.355)

When a family requests to move outside of the HA's jurisdiction, the request must specify the area to which the family wants to move. The initial PHA must contact the receiving PHA prior to approving the family's request to move to determine if the receiving PHA will bill or absorb. The receiving PHA must respond to the initial PHA's request in writing [24 CFR 982.355(c)(3)]. If the receiving PHA fails to respond to the initial PHA, the initial PHA will make other attempts to verify via phone call, internet, etc. After the initial PHA has exhausted all efforts the initial PHA will port the family so as not to delay the family's request. Portability outside of HA's jurisdiction will be approved if the family is eligible for continued assistance and if funding is available. The HA may deny a family's request to move under portability if the PHA does not have sufficient funding for continued assistance to support the move in accordance with CFR 982.354(e)(1) and PIH 2012-42. If funding is not available, the family may be denied moving to a higher cost jurisdiction if the receiving agency is "billing" and not "absorbing".

The receiving PHA must issue a voucher to the ported family that does not expire before 30 calendar days from the expiration date of the initial PHA's voucher. The receiving PHA must contact the initial PHA if the family's voucher expires before the family arrives at the receiving PHA to determine whether the initial PHA will extend the voucher [24 CFR 982.355(c)(13)]. A reasonable accommodation for a voucher extension may be requested by the family, and approved by the HA, if a nexus between the disability and the request is present and may require verification by a licensed professional.

The Violence Against Women Reauthorization Act of 2013 provides that the family may receive a voucher and move in violation of the lease under the portability procedures if the family has complied with all other obligations of the voucher program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

### **13.6 INCOMING PORTABILITY (24 CFR 982.355)**

#### **13.6.1 Absorption or Administration**

The HA will accept a family with a valid voucher from another jurisdiction and either administer or absorb the voucher. The voucher must be received with a minimum of 30 days before its expiration date or the file will be returned to the initial HA. -When administering assistance for the family, a Portability Voucher will be issued with the same start date as the initial HA. The initial HA may grant extensions in accordance with Federal Regulations. All port-in supporting documents are to be received by secured email or by mail and EIV's must be in a sealed envelope for confidential purposes to ensure HUD compliance. -The receiving PHA must issue a voucher to the ported family that does not expire before 30 calendar days from the expiration date of the initial PHA's voucher. The receiving PHA must contact the initial PHA if the family's voucher expires before the family arrives at the receiving PHA to determine whether the initial PHA will extend the voucher [24 CFR 982.355(c)(13)]. Initially, the HA will issue a subsidy based on the family composition listed in the initial PHA's 50058. The subsidy issued will be based on the receiving HA's current subsidy standards (HA). If the receiving PHA (HA) is not absorbing, any changes must be approved by the initial PHA. The receiving PHA (HA) will absorb the incoming portability voucher if the family is a current participant in the FSS program and is enrolled in HA's FSS Program, regardless of whether HA is billing for non-FSS participating families.

#### **13.6.2 Suspensions**

[24 CFR 982.303 (c)]

Effective September 21, 2015, the family's voucher term will be suspended from the time the family submits a RFTA to the time the HA notifies the family, in writing, of the RFTA denial.

#### **13.6.3 Administrative Fee**

The initial PHA must reimburse the receiving PHA for the lesser of 80% of the initial PHA's administrative fee or 100% of the receiving PHA's administrative fee. If administrative fees are pro-rated for the HCV Program due to insufficient administrative fee funding, the pro-ration will apply to the amount of the administrative fee for which the receiving PHA may bill the initial PHA.

## Chapter 14

### CONTRACT TERMINATIONS

#### 14.1 INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the HA which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by the HA and the owner, and the policies and procedures for such terminations.

#### 14.2 CONTRACT TERMINATION

The term of the HAP contract is the same as the term of the lease. The contract between the owner and the HA may be terminated by the HA, or by the owner terminating the lease.

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

If the family continues to occupy the unit after the HAP contract is terminated, the family is responsible for the entire contract rent.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit will be effective once the unit has passed inspection and the tenant has taken occupancy of the new unit.

#### 14.3 TERMINATION OF LEASE BY OWNER

The lease may provide for termination without cause after initial term of the lease upon advanced 90 day written notice of termination by owner to participant with a copy to the HA. The lease may terminate by mutual written consent between the owner and participant during (or after) the initial lease term. In the event that the participant passes away and there are no remaining eligible family members, the Housing Assistance Payment (HAP) will be paid in full (through the end of the month) in which the participant becomes deceased. An owner is not eligible to retain any portion of HAP for any time period beyond the month in which the participant became deceased.

For owner termination notices of less than 90 days during the initial lease term, or subsequent lease term, (including month-to-month tenancies after the initial lease term) the owner must provide the participant a written notice specifying the grounds for the termination of tenancy. A copy of the notice to vacate and if the notice to vacate is due to lease violations, written verification of the participant violations must be provided to the HA. If it is not during a lease term, the owner must provide a written notice for a time period that is compliant with the lease or rental agreement that was signed with the participant and state law (see note below). The owner and participant may mutually agree to a shorter period by written consent between the owner and participant. The HAP contract terminates automatically if the lease is terminated by the owner or the tenant. After the initial lease term "Good cause" does not need to be demonstrated if the termination occurred during month to month tenancy, however at least 90 days advance notice must be provided to participant with a copy to the HA. If the participant does not vacate based on the owner's notice, the owner must follow state and local laws to evict the participant.

The HA will continue to pay a HAP until the participant vacates the unit or the eviction is concluded, whichever occurs first. In no instance will the HAP be paid for any period beyond the contract termination date, or for the month following the month the tenant vacates the unit.

Pursuant to Federal Regulations 24 CFR 982.552(c)(1) *Authority to deny admission or terminate assistance grounds for denial or termination of assistance*, The PHA may at any time deny program assistance for an applicant or terminate program assistance for a participant, for any of the grounds set forth in 24 CFR 982.552(c)(1)(i) through (xi), including but not limited to, if any member of the family has been evicted from federally assisted housing in the last five years.

Please note: California Civil Code 1954.535 states, “Where an owner terminates or fails to renew a contract or recorded agreement with a governmental agency that provides for rent limitations to a qualified tenant, the tenant or tenants who were the beneficiaries of the contract or recorded agreement shall be given at least 90 days’ written notice of the effective date of the termination and shall not be obligated to pay more than the tenant’s portion of the rent, as calculated under the contract or recorded agreement to be terminated, for 90 days following receipt of the notice of termination of nonrenewal of the contract.” *Wasatch Property Management v. Degrate* (2005) 35 Cal.4th 1111 [29 Cal.Rptr.3d 262].

If the owner terminates the tenancy unlawfully or for other than good cause, the family will be provided a tenant-based voucher. In the event the aforementioned occurs, the HA will immediately remove the unit from the HAP contract by means of a contract amendment.

#### **14.3.1 Termination of Tenancy and Eviction**

The contract and lease shall provide that the owner shall not terminate the tenancy except for:

- A.** Serious or repeated violation of the terms and conditions of the lease;
- B.** Violations of Federal, State, or Local Law which imposes obligations on the participant in connection with the occupancy or use of the dwelling unit and surrounding premises; or,
- C.** Other good cause as provided in the lease including, but not limited to, the following:
  - 1. Failure by the family to accept the offer of a new lease by the owner;
  - 2. A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property;
  - 3. Criminal activity by family members involving crimes of physical violence to persons or property and any illegal drug activity;
  - 4. The Owner's desire to utilize the unit for personal or family use or for a purpose other than for use as a residential rental unit; or,
  - 5. A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to rent the unit at a higher rental rate).

The Owner must give the PHA a copy of any Eviction Notices served to the participant.

Family Eligibility for Continued Assistance: Termination of tenancy is not an automatic termination of assistance unless the family is:

- 1. Evicted and owes money to the landlord (i.e., unpaid rent), the PHA will determine the family ineligible for issuance of another voucher.

2. Determined to be ineligible for continued assistance at the time of Termination of Tenancy, the PHA is required to notify the family and provide an Informal Hearing.

**Please note:** A stipulation is still considered an eviction.

AB 1482 requires a landlord to have a “just cause” in order to terminate a tenancy.

The “just cause” protections (California Civil Code 1946.2) prevent landlords/owners from simply evicting tenants to set new rents with their new tenants, thus avoiding the rent caps established by the new law. The “just cause” protections do not apply until a tenant has been renting a unit continuously for 12 months. However, if during the first 24 months, the tenant adds a new adult to the lease, just cause does not apply until either:

- Any one tenant has been in the unit for 24 months OR
- All of the tenants have been in the unit for at least 12 months.

California Civil Code 1946.2 specifies the “just causes” to evict a tenant. If the landlord does not have one of these reasons to justify the eviction, attempting to evict the tenant would be unlawful. The “just causes” for eviction include “at fault” reasons and “no fault” reasons.

“At fault just cause” reasons include:

- Defaulting in the payment of the rent;
- Breaching a material term of the lease;
- Committing a nuisance on the property;
- Illegally subletting the unit;
- Refusing to let an owner enter the unit as required by state law;
  - However, note that tenants have the right to privacy and the quiet enjoyment of their home. Thus, except in specific situations such as an emergency, state law does not require the tenant to let an owner enter unless the landlord has a lawful purpose, proposes to enter during regular business hours, and has given at least 24 hours advance written notice. See California Civil Code 1954 for details.
- Committing a criminal act on the property;
- An employee who lives on site failing to vacate their unit after their employment has been terminated.

“No fault just cause” reasons include:

- If a landlord wants to move into the unit or move in a close family member;
- If a landlord plans to take the unit off the rental market;
- If a landlord intends to demolish or substantially remodel the unit such that it is uninhabitable for at least 30 days.

In the instance of a “no fault” eviction, the landlord must provide each tenant with relocation assistance equal to one month’s rent.

The following types of residential real properties or residential circumstances shall be exempt from the “just cause” protections:

- (1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section California Civil

Code 1940.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.



**14.4 TERMINATION OF THE CONTRACT BY HA**

The term of the HAP contract terminates when the lease terminates, when the family vacates the unit, or when the owner has breached the HAP contract.

The HA may also terminate the contract including, but not limited to the following occurrences:

- The HA terminates assistance to the family
- The family is required to move from a unit which is overcrowded
- Funding is no longer available under the Annual Contributions Contract (ACC)
- The participant has requested their assistance be terminated
- The participant passes away and there are no remaining eligible family members

The contract will terminate automatically if 180 days have passed since the last HAP paid (24 CFR 982.455).

In the event that funding is no longer available under the ACC, the HA will implement a “first on, first off” policy on terminating families, meaning that those families who have benefited the longest will be the first to be terminated, excluding any disabled and/or elderly families. All efforts will be made to give a family no less than a 90 day notice in order to allow them substantial time to prepare. This policy is consistent with Fair Housing guidelines.

**14.5 TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS (24 CFR PART 5, Subpart E – Restrictions on Assistance to Noncitizens)**

There must be at least one member with eligible immigration status. If no family members have eligible immigration status, the HA will follow HUD rules for terminations due to ineligible immigration status.

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## Chapter 15

### DENIAL OR TERMINATION OF ASSISTANCE

#### 15.1 **INTRODUCTION** [24 CFR 982.552 (c)(1)(iii)]

The HA may deny assistance for an applicant or terminate assistance for a participant because of the family's action or failure to act. The HA has determined that an applicant who was previously a participant in the HCV program and whose assistance was terminated by **any** Housing Authority may not receive HCV assistance for a minimum of **five** (5) years. ~~This applies to **all members** of the previously assisted household, not just those who were adult members at the time of termination. For members who were minors at the time of termination, or as a reasonable accommodation for persons with disabilities, the HA may allow participation if the member was not involved in the action that led to the termination.~~ The HA will consider all relevant circumstances such as 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 effects of denial or termination of assistance on other family members who were not involved in the action or failure to act. If the termination was due to fraud, the applicant/participant is ineligible for a lifetime. ~~This applies to **all members** of the previously assisted household, not just those who were adult members at the time of termination. For members who were minors at the time of termination, or as a reasonable accommodation for persons with disabilities, the HA may allow participation if the member was not involved in the action that led to the termination.~~

The HA 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 to act will not reside in the unit [24 CFR 982.552(c)(2)(ii)]

The HA will provide families with a written description of the family obligations under the program, the grounds under which the HA can deny or terminate assistance, and the HA's informal hearing procedures. This chapter describes when the HA is required to deny or terminate assistance, and the HA's policies for the denial of assistance.

#### 15.2 **GROUND FOR DENIAL OF ASSISTANCE** (24 CFR 982.552-553)

The HA shall have the right to deny or terminate assistance for a family pursuant to the authority set for in 24 CFR 982.552-553.

##### 15.2.1 **Form of Denial of Assistance**

Denial of assistance for an applicant may include any or all of the following:

1. Denial for placement on the HA waiting list
2. Denying or withdrawing a Voucher
3. Refusing to enter into a HAP contract or approve a lease
4. Refusing to process or provide assistance under portability procedures

##### 15.2.2 **Mandatory Denial of Assistance**

The HA must deny assistance to applicants for the following reasons:

1. If any member of the family fails to sign and submit HUD or HA required consent forms for obtaining information.
2. The applicant is a student enrolled at an institution of higher education, is under the age of

- 24, is not a veteran, unmarried and does not have a dependent child, is individually ineligible for Section 8 assistance, or the student's parents are, individually or jointly, ineligible for assistance, as specified in 24 CFR 5.612.
3. If an applicant or any household member has been evicted from federally assisted housing for drug-related criminal activity within three years [see 982.553(a)(1)] unless the PHA determines:
    - a. That the evicted household member who engaged in the drug-related criminal activity has successfully completed a supervised drug rehabilitation program; or,
    - b. That the circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
  4. If the HA determines that any household member is currently engaging in illegal use of a drug.
  5. If the HA determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
  6. Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
  7. If any member of the household (including minors) is subject to a registration requirement under a State sex offender registration program. (In this screening of applicants, the HA must perform criminal history background checks necessary to determine whether any household member is subject to a sex offender registration requirement in the State where the housing is located and in other States where the household members are known to have resided.)

**Registered Sex Offender Notice:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other law enforcement authorities maintain for public access a data base of locations of persons required to register pursuant to California Penal Code Section 290.4(a). The data base is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. Notice: Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.nsopw.gov](http://www.nsopw.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

### **15.2.3 Permissive Grounds for Denial of Assistance**

The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the reasons listed below.

1. If the family violates any family obligation under the program.
2. If any member of the family has been evicted from federally assisted housing in the last five years.
3. If a PHA has ever terminated assistance under the program for any member of the family.
4. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
5. If the family currently owes rent or other amounts to the HA or to another PHA in connection with Section 8 or Public Housing Assistance under the 1937 Act. The family may be given an opportunity to repay the balance in full within 10 calendar days. If the family fails to do

so, it will result in the denial of assistance and the family's name being removed (withdrawn) from the waiting list.

6. If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
7. If the family breaches an agreement with the HA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
8. If the family has engaged in or threatened abusive or violent behavior toward HA personnel "Abusive or violent behavior towards HA personnel" include verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.
9. If the family has been engaged in criminal activity or alcohol abuse as described in 24 CFR 982.553.
10. If the HA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the admission: i) Drug-related criminal activity; ii) Violent criminal activity; iii) other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or iv) other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the HA (including a HA employee or HA contractor, subcontractor, or agent). For purposes of this prohibition, a household member is "currently engaged in" criminal activity if that person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.
11. If the HA determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

### **15.3 GROUNDS FOR TERMINATION OF ASSISTANCE (24 CFR 982.552-553)**

#### **15.3.1 Form of Termination of Assistance**

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a lease.
2. Terminating housing assistance payments under an outstanding HAP contract.
3. Refusing to process or provide assistance under portability procedures.

#### **15.3.2 Mandatory Termination of Assistance**

The HA must terminate program assistance for the following reasons:

1. If a family is evicted from housing assisted under the program for serious violation of the lease.
2. If any member of the family fails to sign and submit HUD or HA required consent forms for obtaining information.
3. If a single-person household is a student enrolled at an institution of higher education, is under the age of 24, is not a veteran, unmarried and does not have a dependent child, is individually ineligible for section 8 assistance, or the student's parents are, individually or jointly, ineligible for assistance, as specified in 24 CFR 5.612.
4. If the HA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of

federally assisted housing.

### **15.3.3 Permissive Grounds for Termination of Assistance**

The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the reasons listed below.

1. If the family violates any family obligation under the program.
2. If any member of the family has been evicted from federally assisted housing in the last five years.
3. If a PHA has ever terminated assistance under the program for any member of the family.
4. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
5. If the family currently owes rent or other amounts to the HA or to another PHA in connection with Section 8 or Public Housing Assistance under the 1937 Act.
6. If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease
7. If the family breaches an agreement with the HA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
8. If the family has engaged in or threatened abusive or violent behavior toward HA personnel “Abusive or violent behavior towards HA personnel” include verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. “Threatening” refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.
9. If any household member is currently engaged in any illegal use of a drug; or if a pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
10. If the HA determines that any family member has violated the family’s obligation under 24 CFR 982.551 not to engage in any drug-related criminal activity.
11. If an applicant or family violates the Policy on Prohibited Criminal Activity.

### **15.4 VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT (VAWA) of 2013**

Denial of assistance to an applicant or termination of assistance of a participant for criminal activity are subject to the provisions of the Violence Against Women Reauthorization Act of 2013 as described below:

1. Being a victim of domestic violence, dating violence, or stalking (see glossary for legal definitions) is not a basis for denial of assistance or admission to public or assisted housing if the participant/applicant otherwise qualifies for assistance or admission.
2. Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.
3. Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim of that abuse.
4. Notwithstanding the restrictions that VAWA places, the HA may “bifurcate” a lease without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or

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others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant, and such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, and local law for the termination of leases or assistance under the relevant program of HUD-assisted housing. Neither the authority nor the procedures under any other law is necessary to bifurcate or otherwise remove an individual from the lease. Furthermore, this federal statutory authority to bifurcate a lease or otherwise remove an individual takes precedence over any federal, state, or local law to the contrary.

5. The HA has authority to terminate voucher assistance for certain family members while permitting other members of a participant family to continue receiving assistance (providing the culpable family member will no longer reside in the unit). The HA's right to exercise this administrative discretion is not dependent on a bifurcated lease or other eviction action by the owner against an individual family member.
6. Certification of Abuse: The HA will request that the victim complete the HUD form 50066 -- Certification of Domestic Violence, Dating Violence or Stalking. This form must be provided within 14 business days from the date the HA requests it. Without the certification, the HA may terminate assistance.

#### **15.4.1 VAWA EMERGENCY TRANSFER PLAN**

The Housing Authority of the County of Riverside is concerned about the safety of its participants, and such concern extends to participants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), HA allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the participant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.

The ability of HA to honor such request for participants currently receiving assistance, however, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HA has another dwelling unit that is available and is safe to offer the participant for temporary or more permanent occupancy. This plan identifies participants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to participants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the Housing Choice Voucher Program, the Moderate Rehabilitation Program and the Project Based Voucher Program is in compliance with VAWA.

##### **Eligibility for VAWA Emergency Transfers**

A participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR Part 5, subpart L is eligible for an emergency transfer, if: The participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit. If the participant is a victim of sexual assault, the participant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section, however, the request may not be approved if they have serious

or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against them.

If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), the PHA must ensure that the victim retains assistance.

The factors to be considered in making this decision under this plan include:

- (1) Whether the assistance should remain with family members remaining in the original assisted unit.
- (2) The interest of minor children or of ill, elderly, or disabled family members.
- (3) Whether family members are forced to leave the unit as a result of actual or threatened domestic violence, dating violence, sexual assault, or stalking.
- (4) Whether any of the family members are receiving protection as victims of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L, and whether the abuser is still in the household.
- (5) Other factors specified by the PHA.

To consider lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking addressed in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), provided that, if the HA chooses to bifurcate a lease, no assistance will be given for an individual who does not meet housing eligibility and 24 CFR 5.508(h)(2) applies to submission of evidence of citizenship or eligible immigration status. If there are no remaining members with eligible immigration status the lease and rental assistance must be terminated within 30 days in accordance with 24 CFR Part 5.

#### **Reasons a Participant Eligible for Occupancy Rights Under VAWA May Be Evicted or Assistance May Be Terminated**

Nothing in this section limits any available authority of a covered housing provider to evict or terminate assistance to a participant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the participant or an affiliated individual of the participant. A participant can be evicted and assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against the participant. However, HA cannot hold participants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to participants who have not been victims of domestic violence, dating violence, sexual assault, or stalking. The protections described in the “Notice of Occupancy Rights under the Violence Against Women Act For All Tenants” might not apply, and participant could be evicted and assistance terminated, if HA can demonstrate that not evicting participant or terminating assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other participants or tenants or those who work on the property. If HA can demonstrate the above, HA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **VAWA Emergency Transfer Request Documentation**

To request an emergency transfer, the participant shall notify HA's management office and submit a written request for a transfer to their assigned caseworker at 5555 Arlington Avenue; Riverside, CA 92504 or their assigned caseworker at 44199 Monroe, Suite B; P.O. Box 1747; Indio, CA 92201. HA will provide reasonable accommodations to this policy for individuals with disabilities. The participant's written request for an emergency transfer should include either:

1. A statement expressing that the participant reasonably believes that there is a threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under HA's program; OR
2. A statement that the participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the participant's request for an emergency transfer.

(1) In response to a written request to the applicant or tenant/participant from HA, the applicant or tenant may submit, as documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, any one of the following forms of documentation, where it is at the discretion of the tenant or applicant which one of the following forms of documentation to submit:

- (i) The certification form described in 24 CFR 5.2005(a)(1)(ii); or
- (ii) A document:
  - (A) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
  - (B) Signed by the applicant or tenant;and
  - (C) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under § 5.2003; or
- (iii) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (iv) At the discretion of HA, a statement or other evidence provided by the applicant or tenant.

### **Submission of Documentation:**

The time period to submit documentation is 14 business days from the date that participant receives a written request from HA asking that participant provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. HA may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period within 14 business days that participant receives a written request from HA. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by HA, HA does not need to grant the participant any of the VAWA protections.

(2) If HA receives documentation under paragraph (1)(ii) of this section that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), the HA may require an applicant or tenant to submit third-party documentation, as described in



paragraphs (1)(ii), (1)(iii), or (1)(iv) of this section, within 30 calendar days of the date of the request for the third-party documentation.

(3) Nothing in this paragraph (1) shall be construed to require a HA to request that an individual submit documentation of the status of the individual as a victim of domestic violence, dating violence, sexual assault, or stalking.

#### **Confidentiality**

HA will keep confidential any information that the participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the participant gives HA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the participant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the participant. See the “Notice of Occupancy Rights under the Violence Against Women Act For All Tenants” for more information about HA’s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

#### **VAWA Emergency Transfer Timing and Availability**

HA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HA will, however, act as quickly as possible to move a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. The Lease and Housing Assistance Payments Contract may be divided (bifurcated) in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking. If a participant reasonably believes a proposed transfer would not be safe, the participant may request a transfer to a different unit. If a unit is available, the transferred participant must agree to abide by the terms and conditions that govern occupancy in the unit to which the participant has been transferred. HA may be unable to transfer a participant to a particular unit if the participant has not or cannot establish eligibility for that unit. If HA has no safe and available units for which a participant who needs an emergency is eligible, HA will assist the participant in identifying other housing providers who may have safe and available units to which the participant could move. At the participant’s request, HA will also assist participant in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

#### **Safety and Security of Participants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe. Participants who are or have been victims of crime can visit the Victims of Crime Resource Center at <https://1800victims.org/crime-type/> or call 1-800-842-8467. For persons with hearing impairments, that hotline can be accessed by calling 916-739-7083 (TTY). Participants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, or visit the online hotline at <https://www.thehotline.org>, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Participants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network’s National Sexual Assault Hotline at 1-800-656-4673, or visit the online hotline at

<https://online.rainn.org>. Participants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>, or call 1-202-467-8700.

**Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking:**

*For help regarding an abusive relationship*, you may call the National Domestic Violence Hotline at 1-800-799-7233 ([www.thehotline.org](http://www.thehotline.org)) or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact Riverside County Coalition for Alternatives to Domestic Violence, 1-800-339-7233; 951-320-1370 ([www.alternativestodv.org](http://www.alternativestodv.org)) and/or Shelter From the Storm, Toll-free: 1-800-775-6055; 760-328-7233 ([www.shelterfromthestorm.com](http://www.shelterfromthestorm.com)) and/or Safe Alternatives for Everyone, visit [www.safejfc.org](http://www.safejfc.org) to find your nearest Safe Family Justice center to obtain contact information, and/or Riverside County Victim Services, visit [www.rivcoda.org/victim-services](http://www.rivcoda.org/victim-services) to find your nearest DA office location to obtain contact information, , and/or National Teen Dating Helpline at 1-866-331-9474 ([www.loveisrespect.org](http://www.loveisrespect.org)).

*For participants who are or have been victims of stalking seeking help* may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center> (1-202-467-8700), and/or The California Victim Compensation Board, 1-800-777-9229 ([www.vcgcb.ca.gov/victims](http://www.vcgcb.ca.gov/victims)), and/or Victim Connect Helpline, 1-855-484-2846 ([www.victimconnect.org](http://www.victimconnect.org)). \*The subsection on Victims of stalking seeking help has been merged with this subsection.

*For help regarding sexual assault*, you may contact Riverside Area Rape Crisis Center, Toll-free: 1-866-686-7273 ([www.rarcc.org](http://www.rarcc.org)); 951-686-7273 and/or the National Sexual Assault Hotline, 1-800-656-4673 ([www.rainn.org](http://www.rainn.org)) and/or The California Victim Compensation Board 1-800-777-9229 ([www.vcgcb.ca.gov/victims](http://www.vcgcb.ca.gov/victims)).

*For participants who are or have been victims of crime with disabilities seeking help* may visit the Victims of Crime Resource Center at <https://1800victims.org/crime-type/victims-with-disabilities/> or call 1-800-842-8467, and/or the National Domestic Violence Hotline at 1-800-799-7233. or visit the online hotline at <https://www.thehotline.org/resoures/abuse-in-disability-communities/>.

*Victims of stalking seeking help* may contact Victims of Crime Resource Center, 1-800-842-8467 and/or National Center for Victims of Crime Resource Center, 202-467-8700 ([www.Victimsofcrime.org/our-programs/stalking-resource-center](http://www.Victimsofcrime.org/our-programs/stalking-resource-center)) and/or Victim Connect Helpline, 855-484-2846 ([www.victimconnect.org](http://www.victimconnect.org)).

**15.5 FAMILY SELF-SUFFICIENCY (FSS)**

The HA will not terminate assistance for FSS families who fail to comply with the FSS Contract of Participation unless participation in FSS is a requirement or condition of the program under which the family was admitted. By statute, housing assistance for Family Unification Program (FUP) Foster Care Youth is limited to 36 months except for Foster Care Youth who sign a FSS Contract of Participation (Form HUD-52650) prior to the expiration of the 36 month time limit, in which case they will maintain their housing assistance for the entire length of the FSS Contract of Participation for a period not

exceeding the length of the FSS Contract of Participation. In most cases, this limit will be no more than 5 years; however, if the FSS Contract of Participation is extended [in accordance with 24 CFR 984.303(d)], the FUP Youth voucher can be extended no more than 2 years beyond the initial 5 year expiration date. If a FUP youth participating in this demonstration fails to comply with the terms and conditions of the FSS Contract of Participation without good cause and is terminated from the FSS program, the FUP youth is no longer considered a participant in this demonstration. With FSS termination, the FUP youth is subject to the statutory time limit of 36 months, beginning from the time the first HAP contract is signed. If the FUP youth has been assisted for more than 36 months, the PHA terminates assistance to the FUP youth household. Prior to termination, the PHA will offer an informal hearing to a FUP youth wishing to appeal a PHA decision to terminate.

**15.6 PARTICIPANT FAMILY OBLIGATIONS (24 CFR 982.551)**

1. The family must supply any information that the HA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR Part 5). “Information” includes any requested certification, release or other documentation.
2. The family must supply any information requested by the HA 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 in accordance with HUD regulations.
4. Any information supplied by the family must be true and complete.
5. The family is responsible for an HQS and/or NSPIRE breach caused by the family or their invitees.
6. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.
7. The family may not commit any serious or repeated violation of the lease.
8. The family must notify the PHA and the owner before the family moves out of the unit or terminates the lease on notice to the owner.
9. The family must give the HA a copy of any owner eviction notice in writing within 10 calendar days of occurrence.
10. The family must use the assisted unit for residence by the family. The unit must be the family’s only residence.
11. The composition of the assisted family residing in the unit must be approved by the HA. The family must inform the HA in writing within 10 calendar days of occurrence of the marriage (or the addition of a co-head), birth, adoption or court-awarded custody of a child. The family must request HA approval to add any family member as an occupant of the unit. No other person may reside in the unit (except for a foster child or live-in aide).
12. The family must notify the HA in writing within 10 calendar days of occurrence if any family member no longer resides in the unit.
13. If the HA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or HA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
14. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
15. The family must not sublease or let the unit.
16. The family must not assign the lease or transfer the unit.
17. The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-

requested information or certification on the purposes of family absences. The family must cooperate with the HA for this purpose. The family must promptly notify the HA of absence from the unit.

18. The family must not own or have any interest in the unit.
19. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
20. The members of the family may not engage in alcohol or 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.
21. An assisted family, or members of the family, may not receive Section 8 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.
22. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

#### **15.6.1 Explanations and Terms**

The term “promptly” when used with the family obligations always means “within 10 calendar days.”

#### **15.6.2 Housing Authority Discretion**

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HA may consider all relevant circumstances such as 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, the length of time since the violation occurred and more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act. All denials or terminations of assistance will be consistent with fair housing and equal opportunity provisions.

The HA 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 to act will not reside in the unit.

In determining whether to deny admission or terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the HA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the HA may require the applicant or participant to submit evidence of the household member’s current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

If the family includes a person with disabilities, the HA will determine if such action is subject to consideration of reasonable accommodation.

#### **15.6.3 Lease Violations**

In determining whether a serious or repeated violation of the lease will cause a termination of assistance, the HA will consider all circumstances including whether the owner terminates tenancy through court action for serious or repeated violation of the lease, the tenant’s statements and documents, verifications provided by either the owner or the tenant, and any reports of lease violations,

neighborhood complaints or other third party information.

#### **15.6.4 Housing Quality Standards (HQS) and/or NSPIRE Breach**

The HA will determine if an HQS breach as identified in HUD Regulations is the responsibility of the family. Families may be given extensions to cure HQS and/or NSPIRE breaches by the HA in accordance with HUD regulations.

#### **15.6.5 Denial of Additions to the Household**

Proposed additions to the family may be denied to:

- Persons who have been evicted from assisted housing.
- Persons who engage in or have engaged in, alcohol or drug-related criminal activity or violent criminal activity or any other criminal activity that violates the Policy on Prohibited Criminal Activity.
- Persons who do not meet the HA's definition of family.
- Persons who commit or have committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Persons who currently owe rent or other amounts to the HA or to another HA in connection with Section 8 or Public Housing Assistance under the 1937 Act.
- Persons who have engaged in or threatened abusive or violent behavior toward HA personnel.

### **15.7 PROCEDURES FOR NON-CITIZENS**

#### **15.7.1 Termination due to Ineligible Immigrant Status**

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending. Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated; however, they will be given an opportunity for a hearing.

#### **15.7.2 False or Incomplete Information**

When the HA has clear, concrete, or substantial documentation (such as permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the HA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contest their status. The HA will then verify eligible status, deny, terminate, or prorate as applicable. The HA will deny or terminate assistance based on the submission of false information or misrepresentations.

#### **15.8 AUTOMATIC TERMINATION OF HAP CONTRACT** (24 CFR 982.455)

The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner. If within the 180 day time frame, the total tenant payment causes the family to be eligible for a housing assistance payment, the HA will resume assistance payments for the family.

#### **15.9 MISSED APPOINTMENTS AND DEADLINES**

It is a family obligation to supply information, documentation, and certification as needed for the HA to fulfill its responsibilities. The HA schedules appointments and sets deadlines in order to obtain required information. The obligations also require that the family allow the HA to inspect the unit and

appointments are made for this purpose.

If an applicant or participant does not keep an appointment, does not supply information required by a deadline or does not allow the HA to inspect the unit, the HA may deny or terminate assistance. The family will be given information about the requirement to keep appointments as specified in this Plan.

Appointments may be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Voucher Issuance and Briefing
- Housing Quality Standards and Inspections
- Re-certifications
- Appeals

**15.9.1 Procedure when Family Obligations are not met**

When the participant family fails to fulfill their obligations within the time frames established by the HA, a “Pre-Termination of Assistance” appointment will be scheduled for the family. The appointment notice shall inform the family of the obligation not met and the necessary remedy. If the obligation is still not met, a Notice of Intent to Terminate Assistance will be issued. If the family corrects the breach within the time frame allowed for requesting a hearing, the notice may be rescinded. The HA will consider whether the family has a history of non-compliance in making determinations to terminate assistance.

At the same time that the family is notified of a breach in their obligations, a “Conditional Termination of Contract” notice will be sent to the owner. This notice will inform the owner that should the family fail to comply with their obligations, the contract will terminate.

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## Chapter 16

### OWNER DISAPPROVAL AND RESTRICTIONS

#### 16.1 INTRODUCTION

It is the policy of the HA to recruit owners to participate in the program, and to provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HA. The federal regulations define when the HA must disallow an owner participation in the program, and they provide the HA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval and the various penalties for owner violations.

#### 16.2 DISAPPROVAL OF OWNER

[24 CFR 982.306(c)]

If informed by HUD that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 2424, or when otherwise directed by HUD, the HA must not approve a contract with the subject owner. For purposes of this section, “owner” includes a principal or other interested party.

The HA will also deny approval to lease a unit from an owner for the following reasons:

- HUD has informed the HA that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24, 2 CFR Part 2424.
- HUD has informed the HA that the Federal Government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the HA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in any drug-related criminal activity or any violent criminal activity.
- The owner has a history or practice of non-compliance with the HQS and/or NSPIRE for units leased under the 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.
- The owner has a history or practice of renting units that fail to meet state or local housing codes.
- The owner has not paid state or local real estate taxes, fines or assessments.
- HA has received evidence that owner is requesting and accepting side payments for rent.
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
  - Threatens the health or safety of, or the right to peaceful enjoyment of the premises by other residents.
  - Threatens the health or safety of other residents, or employees of the HA, or of owner employees 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.
  - Engages in drug-related criminal activity or violent criminal activity.

- HUD regulations prohibit the HA from approving a unit if the owner is the parent, child, grandparent, grandchild, sister, brother, uncle, aunt, of any member of the tenant family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

**16.3 OWNER RESTRICTIONS AND PENALTIES**

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the HA will restrict the owner from future participation in the program. The HA may also terminate some or all contracts with the owner.

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

**16.4 OTHER REMEDIES FOR OWNER VIOLATIONS**

**16.4.1 Overpayments**

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate.

The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited from future payments in order to repay the HA or the tenant, as applicable. The HA will take court action to recover overpayments when other means fail to result in such collection.

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## Chapter 17

### OWNER OR FAMILY DEBTS TO THE HA

#### 17.1 INTRODUCTION

This chapter describes the HA's policies for the recovery of monies which have been overpaid to an owner on behalf of an assisted family. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the HA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

The HA will make every effort to collect monies owed to the HA. The HA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Repayment agreements
- Abatements
- Collection agencies
- Credit bureaus

#### 17.2 REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement as used in this Plan is a document entered into between the HA and a person who owes a debt to the HA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

The family will be required to make monthly payments of \$200.00 until paid in full. The HA reserves the right to modify the terms of the repayment agreement on a case by case basis. Signing a Repayment Agreement does not guarantee continued assistance.

##### 17.2.1 Late Payments

A payment will be considered to be in arrears if it is two months in default and if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's repayment agreement is in arrears, the HA may require the family to pay in full. If the family requests a move to another unit and has a repayment agreement in place, the family will be required to pay the balance in full prior to the issuance of a Voucher.

### **17.3 DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION**

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

#### **17.3.1 Program Fraud**

Families who owe money to the HA due to program fraud will be required to repay in accordance with the guidelines in the Repayment Section of this chapter and will be terminated from the housing assistance program and ineligible for a lifetime. The reason for termination and the amount owed will be added to the Enterprise Income Verification (EIV) Debts Owed Module under the Head of Household however, all adult members at the time of termination are financially responsible for the debts owed.

If a family owes \$5,000 or more as a result of program fraud, the case may be referred to the HUD Inspector General. Where appropriate, the HA may refer the case for criminal prosecution.

### **17.4 OWNER DEBTS TO THE HA**

If the HA determines that the owner has retained Housing Assistance Payments the owner is not entitled to, the HA may reclaim the amounts from future Housing Assistance Payments owed the owner for any units under contract. The HA will make every effort to collect monies owed to the HA. If future Housing Assistance Payments are insufficient to reclaim the amounts owed, the HA will use a variety of collection tools to recover debts including, but not limited to:

- Requiring the owner to pay the amount in full within a maximum of 12 months
- Pursuing collections through the court system
- Requesting lump sum payments
- Civil suits
- Repayment agreements
- Abatements
- Collection agencies
- Credit bureaus
- Restrict the owner from future participation
- or any other available method

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## Chapter 18

### COMPLAINTS AND APPEALS

#### 18.1 INTRODUCTION

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the HA. This chapter describes the policies, procedures and standards to be used when families disagree with a HA decision. The procedures and requirements are explained for preference denials, informal reviews and hearings. It is the policy of the HA to ensure that all families have the benefit of all protections due to them under the law.

#### 18.2 COMPLAINTS TO THE HA

The HA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HA prefers that all complaints be put in writing, however, they may be reported by telephone. Complaints that cannot be substantiated will be so noted.

Complaints from families, owners, or the general public will be referred to the Housing Specialist first. Unresolved complaints or those involving a staff member will be referred to a Housing Supervisor or Program Integrity Monitoring (PIM).

Any complaints of racial, ethnic or sexual harassment involving staff will be handled according to County personnel policies. Any complaints regarding racial, ethnic or sexual harassment not involving staff will be documented, referred to Fair Housing and/or Legal Aid, and will be reviewed by supervisory staff.

#### 18.3 NOT MEETING PREFERENCES

When it is verified by the HA that an applicant does not meet a preference that they self-certified they did, they will be returned to the waiting list and will be notified in writing of the specific reason. Applicants who are returned to the waiting list for not meeting preferences are not entitled to an informal review.

#### 18.4 INFORMAL REVIEW of APPLICANT (24 CFR 982.554)

The HA must give an applicant an opportunity for an informal review of the HA decision denying assistance to the applicant. Once an applicant has received a denial letter, they have 10 calendar days from the date of their denial letter to request a review in writing. After review, the applicant will be furnished with a written final decision including a statement of the reasons for the final decision.

The HA is **not** required to provide the applicant an opportunity for an informal review for any of the following:

1. Discretionary administrative determinations by the HA (including but not limited to preferences, etc).
2. General policy issues or class grievances (including but not limited to preferences, etc).
3. A determination of the family unit size under the HA subsidy standards.
4. HA determination not to approve an extension or suspension of a voucher term.
5. HA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
6. HA determination that a unit selected by the applicant is not in compliance with HQS and/or

NSPIRE.

7. HA determination that the unit is not in accordance with HQS and/or NSPIRE because of the family size or composition.

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigration status, the applicant is entitled to an informal hearing.

**18.5 INFORMAL HEARING for PARTICIPANT [24 CFR 982.555(a)(1)]**

The HA must provide participants with the opportunity for an informal hearing for decisions related to any of the following:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
2. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule.
3. A determination of the family unit size under HA subsidy standards.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HA policy and HUD rules.
6. A determination to terminate assistance of a Family Unification Program (FUP) youth participating in the Family Unification Program and Family Self Sufficiency Demonstration if the participant fails to comply with the terms and conditions of the FSS Contract of Participation without good cause and is terminated from the FSS program, the FUP youth is no longer considered a participant in this demonstration. With FSS termination, the FUP youth is subject to the statutory time limit of 36 months, beginning from the time the first HAP contract is signed. If the FUP youth has been assisted for more than 36 months, the PHA terminates assistance to the FUP youth household. Prior to termination, the PHA will offer an informal hearing to a FUP youth wishing to appeal a PHA decision to terminate.

In accordance with 24 CFR 982.555(a)(2) in the cases described in clauses 4, 5 and 6 of this Section 18.5 above, the PHA must give the opportunity for an informal hearing before the PHA terminates housing assistance payments for the family under an outstanding HAP contract. Note: In the event the unit fails to meet HQS and/or NSPIRE, no Housing Assistance Payment (HAP) will be made after the specified termination date.

The HA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the HA.
- The date the proposed action or decision will take place.
- The family's right to an explanation of the basis for the HA's decision.
- The procedures for requesting a hearing if the family disputes the action or decision.
- The time limit for requesting the hearing.
- To whom the hearing request should be addressed.

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

1. Discretionary administrative determinations by the HA.

2. General policy issues or class grievances.
3. Establishment of the HA schedule of utility allowances for families in the program.
4. An HA determination not to approve an extension or suspension of a Voucher term.
5. An HA determination not to approve a unit or lease.
6. An HA determination that an assisted unit is not in compliance with HQS and/or NSPIRE. However, the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS and/or NSPIRE caused by the family as described in 24 CFR 982.551.
7. An HA determination that the unit is not in accordance with HQS and/or NSPIRE because of the family size.
8. A determination by the HA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

#### **18.6 INFORMAL REVIEW/HEARING PROCEDURES**

It is the HA's objective to resolve disputes at the lowest level possible. Informal reviews are granted to applicants and informal hearings are granted to participants. The HA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

##### Notification of Review/Hearing

When the HA determines that an applicant is denied assistance, and for participants, other specified actions, the family must be notified in writing. The notice must contain:

- The reason(s) the action is being taken,
- The procedure for requesting an informal review/hearing if the applicant/participant does not agree with the decision, and
- The time limit for requesting a review/hearing.

A request for an informal review/hearing must be received in writing by the close of the business day, no later than 10 calendar days from the date of the HA's notification of denial of assistance or intent to terminate assistance. For informal hearings, the information packet must be submitted to the hearing officer by the HA within 10 calendar days of receipt of the request for hearing. An appointment will be scheduled and a letter will be sent by the hearing officer within 5 business days from the date the information packet is received and the informal hearing will be conducted no more than 14 calendar days from the date the appointment letter is sent. For informal reviews, the review must be performed within 14 calendar days from the date the review is requested and the results sent to the applicant by mail within 10 business days after the review. The review will be performed in person unless the applicant requests either a review by phone or letter. The informal review/hearing shall be conducted by the review/hearing officer appointed by the HA who is neither the person who made nor approved the decision, nor a subordinate of that person. The HA appoints a review/hearing officer who is a staff person at the Housing Specialist II level or above, or an individual from outside the HA.

The review/hearing shall concern only the issues for which the family has received the opportunity for a review/hearing. Evidence presented at the review/hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The applicant/participant will be given the opportunity to present oral or written objections to the decision. Both the HA and the family may present evidence and witnesses. Both the HA and the family may use an attorney or other representative to assist them at their own expense.

A representative with written authorization to act on behalf of the applicant/participant may conduct an informal review/hearing in the absence of the applicant/participant, unless the representative has an interest in the rental assistance, i.e., the owner of the assisted unit.

When the hearing officer receives an information packet for an informal hearing, an informal hearing date will be scheduled and the notification will contain:

1. The date and time of the hearing.
2. The location where the hearing will be held.
3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense.
4. The right to view any documents or evidence in the possession of the HA upon which the HA based the proposed action, and to obtain a copy of such documents prior to the review/hearing. Such documents or evidence must be sent to the family no later than 7 days before the review/hearing date.
5. A notice to the family that the HA will request a copy of any documents or evidence the family will use at the review/hearing. Such documents or evidence must be received by the HA no later than 7 days before the review/hearing date.

After a review/hearing date is scheduled, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

Family rights:

- Examine the documents in the file which are the basis for the HA's action, and all documents submitted to the Hearing Officer.
- The family must be allowed to copy any such document at the family's expense.

If the HA does not make the document available for examination on request of the family, the HA may not rely on the document at the hearing.

HA rights:

- Examine at HA offices before the HA hearing any family documents that are directly relevant to the hearing.
- The HA must be allowed to copy any such document at the HA's expense.

If the family does not make the document available for examination on request of the HA, the family may not rely on the document at the hearing.

The review/hearing officer will determine whether the action, inaction or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the review/hearing.

A notice of the review/hearing findings shall be provided in writing to the HA and the family within 10 business days and shall include a clear summary of the decision, reasons for the decision, and the amount of any money owed, if applicable.

If the decision to terminate assistance is upheld, the HA will mail out the Informal Hearing Upheld

letter to both the landlord and participant. The HAP is only paid up until the date of the decision letter or the Contract Termination date, whichever is later.

When the HA is not bound by review/hearing decisions:

- Concerning matters in which the HA is not required to provide an opportunity for a hearing.
- Which conflict with or contradict HUD regulations or requirements.
- Which conflict with or contradict federal, state or local laws.
- Which exceed the authority of the person conducting the review/hearing.

The HA shall send a letter to the applicant/participant if it determines the HA is not bound by the review/hearing officer's determination within 21 calendar days. The letter shall include the HA's reasons for the decision with a copy to the review/hearing officer. All requests for a review/hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

#### **18.7 HEARING AND APPEAL PROVISIONS FOR RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS**

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

##### **18.7.1 USCIS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the USCIS SAVE system and manual search do not verify the claim, the HA notifies the applicant or participant within 10 calendar days of their right to appeal to the USCIS within 30 calendar days or to request an informal hearing with the HA either in lieu of or subsequent to the ICE appeal.

If the family appeals to USCIS, they must give the HA a copy of the appeal and proof of mailing or the HA may proceed to deny or terminate. The time period to request an appeal may be extended by the HA for good cause.

The request for an HA hearing must be made within 10 calendar days of receipt of the notice offering the hearing or, if an appeal was made to the USCIS, within 10 calendar days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this plan for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members, the HA will deny the applicant family. If there are eligible members in the family, the HA will offer to prorate assistance or give the family the option to remove the ineligible members.

If any family member fails to provide documentation or certification of eligible citizenship/immigration as required by the regulation, that member is treated as ineligible. If all family members fail to provide documentation or certification, the family will be denied or terminated.

Participants whose assistance is prorated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and total tenant payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

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## Chapter 19

### FAMILY SELF-SUFFICIENCY (FSS) PROGRAM

#### 19.1 INTRODUCTION

Family self-sufficiency (FSS) is a HUD program that encourages communities to develop local strategies to help voucher families [including Family Unification Program (FUP) Foster Care Youth who join FSS as part of the FUP Unification Program and Family Self Sufficiency Demonstration and who were referred to the HA by the Riverside County Public Child Welfare Agency (PCWA)] obtain employment that will lead to economic independence and self-sufficiency. Public housing agencies (PHAs) work with welfare agencies, schools, businesses, and other local partners to develop a comprehensive program that gives participating FSS family members the skills and experience to enable them to obtain employment that pays a living wage.

The purpose of Family Self-Sufficiency (FSS) Program is to provide housing assistance combined with public and private resources that will help families and FUP Foster Care Youth who join FSS achieve economic independence and self-sufficiency. We believe that when a family's basic needs for affordable and stable housing are met, the family can better focus on other needs, such as skill development and job search.

Under PIH 2021-26 and FR-6400-N-41, HUD may award Foster Youth to Independence (FYI) vouchers. For FYI eligible youth, the HA will require that they join the Family Self Sufficiency (FSS) Program. A FYI voucher may only be used to provide housing assistance for the youth for a maximum of 36 months as required by statute under Section 8(x) of the U.S. Housing Act of 1937 and cannot be waived. See Section 19.8 for further details.

At this time HA manages the FSS Program for HCV and PBV Program participants only. Though only the designated head of the household must sign the FSS Contract of Participation, the program is designed for the whole family and everyone's needs are taken into account. FSS programs partner with other service providers, such as: employment and training agencies, community colleges, job search and placement organizations, alcohol and drug services, childcare providers, youth organizations, older adult services, health services, emergency services, credit and homeownership counselors, the local CalWORKs office, and many more.

#### 19.2 ENROLLMENT AND RECRUITMENT

This section does not apply to FYI Youth (see Section 19.8). All HCV and PBV participants are eligible for FSS program. FUP Foster Care Youth referred to the HA by the Riverside County Public Child Welfare Agency (PCWA) are eligible to enroll in FSS prior to the expiration of their 36 month time limit of the FUP Youth Voucher. Current Foster Care Youth will be notified of this opportunity in writing at their initial briefing and their annual review prior to expiration of their 36 month time limit and the notification will state the time frame to enroll in the FUP FSS Demonstration (which is prior to expiration date of their FUP Youth Voucher 36 month time limit). An FUP Youth cannot enroll in FSS after the initial 36 month time limit has expired. A participant cannot be excluded from the program for such reasons as poor work history or lack of basic literacy skills. The FSS Program is a voluntary program. The premise of this program is that everyone deserves a chance for self-sufficiency, regardless of his or her current skill level, ability, or past work performance. Eligible Youth: FUP eligibility requires a dual-agency determination. The PCWA certifies at the time of application for FUP that the youth is at least 18 years old and not more than 24 years old (has not

reached 25th birthday) who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C., 675(5)(H)) and is homeless or is at risk of becoming homeless at age 16 or older and who does not have adequate housing. The PHA determines eligibility for voucher assistance. Age eligibility (i.e. determining that a youth is between the ages of 18-24) is only performed at the time of admission (refer to date of application). Youth can continue their assistance on the FUP-youth program until the time limit of the voucher is reached, even if the youth is older than 24 at that time.

In addition, consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (ADA), PHAs may be required to make reasonable accommodations in PHA policies and practices for youth with disabilities.

For FUP Foster Care Youth lack of adequate housing means youth is:

- a) living in substandard or dilapidated housing;
- b) homeless;
- c) in imminent danger of losing their housing;
- d) displaced by domestic violence;
- e) living in an overcrowded unit; or
- f) living in housing not accessible to the youth or the youth's disabled child or children, due to the nature of the disability.

For additional details on youth eligibility, including definitions for the terms used to define lack of adequate housing, see the 2010 FUP Notice of Funding Availability (NOFA) at <http://archives.hud.gov/funding/2010/fupsec.pdf>.

### **19.3 CONTRACT OF PARTICIPATION**

This section does not apply to FYI Youth (see Section 19.8). The participant (including FUP Foster Care Youth) must sign a five-year Contract of Participation, which states all the agreed upon terms between the participant and the Housing Authority (HA). Participants are expected to complete their goals within five years, though the Contract of Participation may be extended up to two years for good cause. To qualify for an extension, the participant must make the request in writing and include justification for the need for additional time. Contract extensions will be evaluated on a case by case basis. Program participants with a FUP Youth Voucher who sign a FSS Contract of Participation (Form HUD-52650) prior to the expiration (36 month time limit from initial voucher issue date) of their FUP Youth Voucher will be afforded the full length of the FSS Contract of Participation without regard to the amount of time remaining on their original 36 month time limit and will maintain their housing assistance for a period not exceeding the length of the FSS Contract of Participation. The requirements of compliance and consequences for not complying with the terms and conditions of the FSS Contract of Participation are reviewed with the FUP Youth at the time the FSS Contract of Participation is signed.

The requirements of compliance and consequences for not complying with the terms and conditions of the FSS Contract of Participation are reviewed with the FUP youth at the time the FSS Contract of Participation is signed.

\*Termination: By statute, housing assistance for FUP Foster Care Youth is limited to 36 months except for Foster Care Youth who sign a FSS Contract of Participation (Form HUD-52650) prior to the expiration of the 36 month time limit, in which case they will maintain their housing assistance for the

entire length of the FSS Contract of Participation for a period not exceeding the length of the FSS Contract of Participation. In most cases, this limit will be no more than 5 years; however, if the FSS Contract of Participation is extended [in accordance with 24 CFR 984.303(d)], the FUP Youth voucher can be extended no more than 2 years beyond the initial 5 year expiration date. If a FUP youth participating in this demonstration fails to comply with the terms and conditions of the FSS Contract of Participation without good cause and is terminated from the FSS program, the FUP youth is no longer considered a participant in this demonstration. With FSS termination, the FUP youth is subject to the statutory time limit of 36 months, beginning from the time the first HAP contract is signed. If the FUP youth has been assisted for more than 36 months, the PHA terminates assistance to the FUP youth household. Prior to termination, the PHA will offer an informal hearing to a FUP youth wishing to appeal a PHA decision to terminate.

\*This provision differs from the alternative requirement for FSS established in 79 FR 78100-01, *Waivers and Alternative Requirements for the Family Self-Sufficiency Program*, which does not allow PHAs to terminate voucher assistance for failure to comply with the FSS Contract of Participation. Because the demonstration language that permits HUD to waive sections of Section 8(x) directly connects participation in FSS and FUP, participation in FSS is required after current statutory time limit of 36 months for FUP youth. PHAs may not terminate voucher assistance for FUP youth because of failure to comply with an FSS Contract of Participation prior to the end of the first 36 months of assistance.

**PUBLIC LAW 114-201—JULY 29, 2016 130 STAT. 782 HOUSING OPPORTUNITY THROUGH MODERNIZATION ACT OF 2016; SEC. 110. FAMILY UNIFICATION PROGRAM FOR CHILDREN AGING OUT OF FOSTER CARE.** Section 8(x) of the United States Housing Act of 1937 (42 U.S.C. 1437f(x)) is amended— (1) in paragraph (2)(B)— (A) by striking “18 months” and inserting “36 months”; (B) by striking “21 years of age” and inserting “24 years of age”; and (C) by inserting after “have left foster care” the following: “, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless”; (2) by redesignating paragraph (4) as paragraph (5); and (3) by inserting after paragraph (3) the following new paragraph: “(4) COORDINATION BETWEEN PUBLIC HOUSING AGENCIES AND PUBLIC CHILD WELFARE AGENCIES.—The Secretary shall, not later than the expiration of the 180-day period beginning on the date of the enactment of the Housing Opportunity Through Modernization Act of 2016 and after consultation with other appropriate Federal agencies, issue guidance to improve coordination between public housing agencies and public child welfare agencies in carrying out the program under this subsection, which shall provide guidance on— “(A) identifying eligible recipients for assistance under this subsection; “(B) coordinating with other local youth and family providers in the community and participating in the Continuum of Care program established under subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381 et seq.); “(C) implementing housing strategies to assist eligible families and youth; “(D) aligning system goals to improve outcomes for families and youth and reducing lapses in housing for families and youth; and “(E) identifying resources that are available to eligible families and youth to provide supportive services available through parts B and E of title IV of the Social Security Act (42 U.S.C. 621 et seq.; 670 et seq.) or that the head of household of a family or youth may be entitled to receive under section 477 of the Social Security Act (42 U.S.C. 677).”

#### **19.4 INDIVIDUAL TRAINING AND SERVICE PLAN (ITSP)**

This section does not apply to FYI Youth (see Section 19.8). Individual training and services plan means a written plan that is prepared for the head of the FSS family, and each adult member of the FSS family who elects to participate in the FSS program, by the PHA in consultation with the family member, and which sets forth:

- (1) The supportive services to be provided to the family member;
- (2) The activities to be completed by that family member; and
- (3) The agreed upon completion dates for the services and activities. Each individual training and services plan must be signed by the PHA and the participating family member, and is attached to, and incorporated as part of the contract of participation. An individual training and services plan must be prepared for the head of the FSS family.

The ITSP consists of the participant's final goal, interim goals, and specific steps the participant needs

to take in order to accomplish those goals. Typically, goals are focused on attaining full-time/suitable employment, job advancement, training and education, financial stability, childcare, and personal growth and development.

#### **19.5 CASE MANAGEMENT AND COMMUNITY SERVICES**

This section does not apply to FYI Youth (see Section 19.8). The FSS Coordinator works in partnership with participants to identify and secure resources that yield self-sufficiency. Case management includes supportive counseling, information and referrals, and ongoing goal development and planning, which will ultimately help participants gain skills and lifelong learning that continue beyond their participation in FSS. Participants will be referred to community agencies for additional services to support their self-sufficiency efforts. For FUP Foster Care Youth PCWA requirements remain unchanged under this demonstration and the PCWA must offer FUP youth services for the first 18 months of their participation in FUP. A list of services the PCWAs must offer FUP youth is found in the 2010 FUP Notice of Funding Availability under Part III section C(1)(b)(5) under clause (f) of header "The MOU must clearly address at a minimum the following:" <http://archives.hud.gov/funding/2010/fupsec.pdf>.

#### **19.6 ESCROW ACCOUNTS**

This section does not apply to FYI Youth (see Section 19.8). In general, as a family's earned income increases, the amount the family must pay for rent increases. When this happens and earned income exceeds the household earned income that was in effect on initial FSS contract start date and family's current adjusted income is greater than the HUD's published Applicable Lower Income Limit the family would not qualify for an Escrow credit. If the family is eligible for a monthly escrow credit, HA takes a portion of the rent subsidy and places it in an interest-bearing escrow account on a monthly basis. The account is held for the family until they have completed all goals set in the Self-Sufficiency Plan. Once the family has met its goals and become independent of government assistance [ex: Aid to Families with Dependent Children (AFDC), Gainful Activity (GA), etc.] for a minimum of one year, they may cash out the escrow account. A participant must put their request to graduate from the program and cash out the escrow account in writing. If a family is unable to complete their goals in the prescribed time period the escrow account will be forfeited and the funds will be returned to HA.

If a family moves into homeownership, they will be declared an FSS graduate. Any accrued escrow funds will be awarded, and the family will end its participation in the FSS program.

If a family graduates from the FSS program and is awarded any accrued escrow funds, that family will be eligible to re-enroll in the FSS program in the future (after a one-year waiting period), but will not be eligible to earn and receive another FSS escrow account.

If a family has their FSS Contract of Participation (see Section 19.3 above) expire or terminate, and no escrow funds have been paid, that family will be eligible to re-enroll in the FSS program after a one-year waiting period.

A family enrolled in FSS is eligible to graduate from the program and receive the full amount that has accrued in the escrow account when it has completed all of its obligations under the Contract of Participation before the expiration of the Contract. These obligations include the two required goals of suitable employment for the Head of Household and being free from welfare cash assistance for at least the last 12 months, as well as any other goals established by participants and the Housing Authority. Although completion of FSS requires that the family does not receive any welfare cash

assistance FSS graduates can continue to receive housing assistance as long as they continue to be eligible. HCV and PBV participants *only* may also graduate when household earnings have increased to the point at which 30 percent of the monthly adjusted income equals or exceeds the published fair market rent for the size of the unit for which the FSS family qualifies based on the PHA's occupancy standards. HUD publishes annual FMRs for all areas of the United States. These households must be free of cash welfare assistance, but the 12-month welfare-free requirement does not apply. See 24 CFR §984.303(g)(2).

Upon successful completion of their FSS contract, the FSS family will be asked for a letter requesting graduation from the FSS program and provide self-certification regarding no member of the household has received welfare assistance (cash aid) in the past 12 months; (For those requesting graduation from FSS due to 30 percent of the family's monthly adjusted income equaling or greater than the Fair Market Rent amount for the unit size for which the family qualifies, the self-certification must indicate that no member of the assisted household was currently receiving welfare cash aid assistance. If this letter is not provided after two requests from the Housing Authority, or after 90 days, then the family may be terminated from the FSS program and any accrued escrow funds may be forfeited. In order to graduate, family must be in good standing with the program and meet all contract and regulatory obligations.

#### **19.7 SUPPORTIVE SERVICES FOR HCVP FSS PARTICIPANTS**

This section does not apply to FYI Youth (see Section 19.8). Supportive services means those appropriate services that a PHA will make available or by referral/agreement with another agency (directly or indirectly), or cause to be made available to an FSS family under a contract of participation, and may include:

- (1) Child care—child care of a type that provides sufficient hours of operation and serves an appropriate range of ages;
- (2) Transportation—transportation necessary to enable a participating family to receive available services, or to commute to their places of employment;
- (3) Education—remedial education; education for completion of secondary or post secondary schooling;
- (4) Employment—job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation;
- (5) Personal welfare—substance/alcohol abuse treatment and counseling;
- (6) Household skills and management— training in homemaking and parenting skills; household management; and money management;
- (7) Counseling—counseling in the areas of: (i) The responsibilities of homeownership; (ii) Opportunities available for affordable rental and homeownership in the private housing market, including information on an individual's rights under the Fair Housing Act; and (iii) Money management; and
- (8) Other services—any other services and resources, including case management, reasonable accommodations for individuals with disabilities, that the PHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.

Additional Examples of Supportive Services:

- Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g. doctors, medication, and mental and behavioral health services);

- Counseling on compliance with rental lease requirements and with HCV and PBV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits;
- Job preparation and attainment counseling (where to look/how to apply, dress, grooming, relationships with supervisory personnel, etc);
- Education and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at technical school, trade school or college; including successful work ethic and attitude models; and
- Participation in the assessment and implementation of actions to address their needs, including the development of an individual case plan for each adult and the adult's commitment to the plan (each adult is required to sign a service plan agreeing to attend FSS counseling/training sessions and to take other actions as deemed appropriate to the adult's successful transition to self-sufficiency).

## **19.8 FOSTER YOUTH TO INDEPENDENCE (FYI)**

### **19.8.1 ENROLLMENT AND RECRUITMENT FOR FYI YOUTH**

All FYI-eligible youth will be required to enroll in the FSS program. FYI-eligible youth are referred to the HA by the Riverside County Public Child Welfare Agency (PCWA) and must enroll in FSS at time of admission to the program and participation is limited to a maximum of 36 months. FYI-eligible youth will be notified of this requirement in writing at their initial briefing. The premise of this program is that everyone deserves a chance for self-sufficiency, regardless of his or her current skill level, ability, or past work performance. Eligible Youth: FYI eligibility requires a dual-agency determination. The PCWA certifies at the time of application for FYI that the youth is at least 18 years old and not more than 24 years old (has not reached 25th birthday) who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C., 675(5)(H)) and is homeless or is at risk of becoming homeless at age 16 or older. The PHA determines eligibility for voucher assistance.

A youth must be no more than 24 years old at the time of PCWA certification as FUP-eligible and also at the time of HAP contract execution. Timing of the referral is particularly important in this case. A PCWA may be planning to refer a youth that is still 24 years old at the time of referral but is close to turning 25 years old. Although the youth meets the age requirement at the time of referral, there could be a strong likelihood that, at the time of HAP contract execution, the youth may no longer meet the age requirement. The PHA and PCWA will have to ensure that the youth does not reach the age requirement limit before the effective date of the HAP contract or the youth will no longer be eligible for an FYI voucher (per the FYI Q&As).

For FYI Youth, Homeless means the population defined by 24 CFR 578.3.

For FYI Youth, At Risk of Becoming Homeless means the population who: (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition at 24 CFR 576.2; and (iii) Meets one of the following conditions: (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (B) Is living in

the home of another because of economic hardship; (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance; (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals; (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau; (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

### **19.8.2 CONTRACT OF PARTICIPATION FOR FYI YOUTH**

The FYI-eligible youth must sign a Contract of Participation, which states all the agreed upon terms between the participant and the Housing Authority (HA). Participants are expected to complete their goals within the maximum statutory requirement of 36 months.

The requirements of compliance and consequences for not complying with the terms and conditions of the FSS Contract of Participation are reviewed with the FYI youth at the time the FSS Contract of Participation is signed.

\*Termination: By statute, housing assistance for FYI-eligible youth is limited to 36 months beginning from the time the first HAP contract is signed. If the young person is otherwise program eligible, they may be re-admitted to the program. This does not mean that the young person is eligible for another 36 months of assistance. The young person is limited to a total 36 months of assistance under the program. For example, if the first time in the program the youth received subsidy (HAP was paid on behalf of the youth) for 24 months, the young person would be eligible to participate in the program up to another 12 months, for a total of 36 months (per FYI Q&As [https://www.hud.gov/sites/dfiles/PIH/documents/FYI\\_FAQs\\_Version\\_VMS\\_Reporting\\_&Amended\\_Notice\\_Update\\_9.29.2021\\_%20\(002\).pdf](https://www.hud.gov/sites/dfiles/PIH/documents/FYI_FAQs_Version_VMS_Reporting_&Amended_Notice_Update_9.29.2021_%20(002).pdf)).

Note: On 12/27/20, the Fostering Stable Housing Opportunities (FSHO) amendments made changes to the assistance provided to eligible youth pursuant to the Family Unification Program (FUP) authorized under Section 8(x) of the U.S. Housing Act of 1937 (42 U.S.C. 1437f(x)). FSHO provides an extension of the assistance provided to eligible youth for up to 24 months beyond the 36-month time limit of assistance if the youth is participating in a Family Self-Sufficiency (FSS) program under section 23 of the U.S. Housing Act of 1937 and for youth who are unable to enroll in an FSS program who engaged in education, workforce development, or employment activities for at least 9 months of the 12-month period preceding the extension. FSHO also provides an extension of assistance for up to 24 months beyond the 36-month time limit of assistance for eligible youth who meet one of three statutory exceptions. Refer to Federal Register (FR) 6284-N-01 - Implementation of the Fostering Stable Housing Opportunities (FSHO) Amendments for full details.

### **19.8.3 INDIVIDUAL TRAINING AND SERVICE PLAN (ITSP) FOR FYI YOUTH**

Individual training and services plan means a written plan that is prepared for the head of the FSS family, and each adult member of the FSS family who participates in the FSS program, by the PHA in consultation with the family member, and which sets forth:



- (1) The supportive services to be provided to the family member;
- (2) The activities to be completed by that family member; and
- (3) The agreed upon completion dates for the services and activities. Each individual training and services plan must be signed by the PHA and the participating family member, and is attached to, and incorporated as part of the contract of participation. An individual training and services plan must be prepared for the head of the FSS family.

The ITSP consists of the participant's final goal, interim goals, and specific steps the participant needs to take in order to accomplish those goals. Typically, goals are focused on attaining full-time/suitable employment, job advancement, training and education, financial stability, childcare, and personal growth and development.

#### **19.8.4 CASE MANAGEMENT AND COMMUNITY SERVICES FOR FYI YOUTH**

The FSS Coordinator works in partnership with participants to identify and secure resources that yield self-sufficiency. Case management includes supportive counseling, information and referrals, and ongoing goal development and planning, which will ultimately help participants gain skills and lifelong learning that continue beyond their participation in FSS. Participants will be referred to community agencies for additional services to support their self-sufficiency efforts.

#### **19.8.5 ESCROW ACCOUNTS FOR FYI YOUTH**

In general, as a family's earned income increases, the amount the family must pay for rent increases. When this happens and earned income exceeds the household earned income that was in effect on initial FSS contract start date and family's current adjusted income is greater than the HUD's published Applicable Lower Income Limit the family would not qualify for an Escrow credit. If the family is eligible for a monthly escrow credit, HA takes a portion of the rent subsidy and places it in an interest-bearing escrow account on a monthly basis. The account is held for the family until they have completed all goals set in the Self-Sufficiency Plan. Once the family has met its goals and become independent of government assistance [ex: Aid to Families with Dependent Children (AFDC), Gainful Activity (GA), etc.] for a minimum of one year, they may cash out the escrow account. A participant must put their request to graduate from the program and cash out the escrow account in writing. If a family is unable to complete their goals in the prescribed time period the escrow account will be forfeited and the funds will be returned to HA.

If a family moves into homeownership, they will be declared an FSS graduate. Any accrued escrow funds will be awarded, and the family will end its participation in the FSS program.

If a family graduates from the FSS program and is awarded any accrued escrow funds, that family will be eligible to re-enroll in the FSS program in the future (after a one-year waiting period), but will not be eligible to earn and receive another FSS escrow account.

If a family has their FSS Contract of Participation expire or terminate, and no escrow funds have been paid, that family will be eligible to re-enroll in the FSS program after a one-year waiting period.

A family enrolled in FSS is eligible to graduate from the program and receive the full amount that has accrued in the escrow account when it has completed all of its obligations under the Contract of Participation before the expiration of the Contract. These obligations include the two required goals of suitable employment for the Head of Household and being free from welfare cash assistance for at least the last 12 months, as well as any other goals established by participants and the Housing



Authority. Although completion of FSS requires that the family does not receive any welfare cash assistance FSS graduates can continue to receive housing assistance as long as they continue to be eligible. HCV participants *only* may also graduate when household earnings have increased to the point at which 30 percent of the monthly adjusted income equals or exceeds the published fair market rent for the size of the unit for which the FSS family qualifies based on the PHA's occupancy standards. HUD publishes annual FMRs for all areas of the United States. These households must be free of cash welfare assistance, but the 12-month welfare-free requirement does not apply. See 24 CFR §984.303(g)(2).

Upon successful completion of their FSS contract, the FSS family will be asked for a letter requesting graduation from the FSS program and provide self-certification regarding no member of the household has received welfare assistance (cash aid) in the past 12 months; (For those requesting graduation from FSS due to 30 percent of the family's monthly adjusted income equaling or greater than the Fair Market Rent amount for the unit size for which the family qualifies, the self-certification must indicate that no member of the assisted household was currently receiving welfare cash aid assistance. If this letter is not provided after two requests from the Housing Authority, or after 90 days, then the family may be terminated from the FSS program and any accrued escrow funds may be forfeited. In order to graduate, family must be in good standing with the program and meet all contract and regulatory obligations.

#### **19.8.6 SUPPORTIVE SERVICES FOR FYI YOUTH**

Supportive services will be provided for a period of at least 36 months to FYI-eligible youth receiving rental assistance through the use of a FYI voucher regardless of age and may be extended up to 24 months if the youth is participating in a Family Self-Sufficiency (FSS) program under section 23 of the U.S. Housing Act of 1937 and for youth who are unable to enroll in an FSS program who engaged in education, workforce development, or employment activities for at least 9 months of the 12-month period preceding the extension. FSHO also provides an extension of assistance for up to 24 months beyond the 36-month time limit of assistance for eligible youth who meet one of three statutory exceptions. Supportive services means those appropriate services that the HA will make available or by referral/agreement with another agency (directly or indirectly), or cause to be made available to an FSS family under a contract of participation, and may include:

1. Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g., doctors, medication, and mental and behavioral health services).
2. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits
3. Providing such assurances to owners of rental property as are reasonable and necessary to assist an eligible youth to rent a unit with a FYI voucher.
4. Job preparation and attainment counseling (e.g., where to look/how to apply, dress, grooming, and relationships with supervisory personnel, etc.).
5. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school or college; including successful work ethic and attitude models.

### 19.8.7 EXTENSION OF ASSISTANCE

At the 36-month and 48-month reexaminations, the PHA must extend the FUPY/FYI voucher assistance if the youth is participating in and in compliance with the FSS program as long as the youth is still eligible for the HCV program. In any case, the FUPY/ FYI youth cannot receive more than a total of 60 months of FUPY/FYI voucher assistance even if the FSS Contract of Participation time period extends beyond the FUPY/FYI voucher 60-month mark.

(a) Extension of Assistance for Youth Engaging in Education, Workforce Development, or Employment Activities

The FUPY/FYI youth is entitled to receive an extension of FUPY/FYI assistance for up to two successive 12-month periods beyond the 36-month time limit of assistance provided that the youth engaged in at least one of the education, workforce development, or employment activities below for not less than 9 months of the 12-month period preceding each extension. HUD notes that FSHO does not establish a minimum number of classes or credits that a youth must be enrolled in or a minimum number of hours that a youth must work in order to receive an extension of FUPY/FYI assistance under this provision. **A PHA's policies implementing its education, workforce development, and employment requirements must be included in its Administrative Plan**, in accordance with the procedures set forth in 24 CFR 903.21.

(b) Education Requirements

- The youth was engaged in obtaining a recognized postsecondary credential or a secondary school diploma or its recognized equivalent. Examples of a “recognized postsecondary credential” include, but are not limited to, an associate’s degree, bachelor’s degree, occupational licensure, or occupational certification (see U.S. Department of Labor, Training and Employment Guidance Letter No. 10–16, Change 1).

Examples of a “secondary school diploma or its recognized equivalent” include, but are not limited to, obtaining certification of attaining passing scores on a State-recognized high school equivalency test, earning a secondary school diploma or State-recognized equivalent, or obtaining certification of passing a State-recognized competency-based assessment.

- The youth was enrolled in an “institution of higher education,” as such term is defined in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)) or an institution that meets the definition of a “proprietary institution of higher education” or a “postsecondary vocational institution” under sections 102(b)(1) and (c)(1) of the Higher Education Act of 1965 (20 U.S.C. 1002(b)(1) and (c)(1)), respectively.

(c) Workforce Development Requirements

- The youth was participating in a career pathway, as such term is defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).

(d) Employment Requirements

- The youth was employed.

(e) Extension of Assistance Exceptions

- The FUPY/FYI youth is a parent or other household member responsible for the care of a dependent child under the age of 6 or for the care of an incapacitated person. FSHO does not require that the child or incapacitated person reside in the household in order for the FUPY/FYI youth to certify that they meet this exception.
- The FUPY/FYI youth is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.
- The FUPY/FYI youth is a person who is incapable of complying with the requirement to participate in a Family Self-Sufficiency (FSS) program as described in paragraph (a) above or engage in education, workforce development, or employment activities as described in paragraph (b) above, as applicable, due to a documented medical condition.

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## CHAPTER 20

### PROGRAM INTEGRITY MONITORING (PIM)

[24 CFR 792.101 to 792.204, and 24 CFR 982.54]

#### **20.1 INTRODUCTION**

~~The U.S. Department of Housing and Urban Development (HUD) conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.~~

The HA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained. The HA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the HA's policies for the prevention, detection and investigation of program abuse and fraud.

#### **20.2 CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

The HA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The HA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the HA has a responsibility to HUD, the County of Riverside, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the HA's attention, to investigate such claims.

The HA will initiate an investigation of a participating family in the event of one or more of the following circumstances:

##### **20.2.1 Referrals, Complaints, or Tips**

The HA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file in such a way as to protect and observe the confidentiality of the informant.

##### **20.2.2 Internal File Review**

A follow-up will be made if HA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the HA's knowledge of the family, or is discrepant with statements made by the family.

### **20.2.3 Verification of Documentation**

A follow-up will be made if the HA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

## **20.3 STEPS THE HA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The HA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust by emphasizing program education as the primary means to obtain compliance by families.

### **20.3.1 Things You Should Know**

This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the HA's expectations for cooperation and compliance.

### **20.3.2 Program Orientation Session**

Mandatory orientation sessions will be conducted by the HA staff in-person or online for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all Program Orientation Sessions (Briefing), the family representative will be required to sign, the Voucher, the "Important Points to Remember" form, and the "What is Fraud" form.

### **20.3.3 Resident Counseling**

The HA will as a part of the recertification process invite participants into the HA office in order to clarify any confusion pertaining to program rules and requirements.

### **20.3.4 Review and Explanation of Forms**

At appropriate times and/or at the family's request staff may explain all required forms and review the contents of all (re)certification documents prior to signature.

### **20.3.5 Use of Instructive Signs and Warnings**

Instructive signs such as the "Things you should Know" form will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

### **20.3.6 Participant Certification**

All family representatives will be required to sign the "What is Fraud" form, "Important Points to Remember", any other form deemed necessary as contained in HUD's Participant Integrity Program Manual.

## **20.4 STEPS THE HA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The HA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

#### **20.4.1 Quality Control File Reviews**

Prior to initial certification, and at the completion of all subsequent recertifications, a percentage of files will be reviewed. Such reviews shall include, but are not limited to:

- Assurance that verification of all income and deductions is present.
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.
- All forms are correctly dated and signed.

#### **20.4.2 Observation**

The HA Management and Program Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.

#### **20.4.3 Public Record Bulletins**

Public Record Bulletins may be reviewed by Management and Staff.

#### **20.4.4 State Wage Data Record Keepers**

Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, November 7, 1988, 102 Stat. 3224 may be made annually in order to detect unreported wages or unemployment compensation benefits.

#### **20.4.5 Credit Bureau Inquiries**

Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

- At the time of final eligibility determination.
- When an allegation is received by the HA wherein unreported income sources are disclosed.
- When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

### **20.5 THE HA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

The HA staff will encourage all participating families to report suspected abuse to the Program Integrity Monitoring (PIM) division (800-300-0439; programintegrity@rivco.org). All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented, remain anonymous and/or placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up.

#### **20.5.1 File Review**

An internal file review will be conducted to determine if the subject of the allegation is a client of the HA and, if so, to determine whether or not the information reported has been previously disclosed by the family. It will then be determined if the HA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

### **20.5.2 Conclusion of Preliminary Review**

If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the HA Staff will initiate an investigation to determine if the allegation is true or false.

### **20.6 OVERPAYMENTS TO OWNERS**

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate. The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse (such as those listed below). Payments otherwise due to the owner may be debited in order to repay the HA or the tenant, as applicable.

- Require the owner to pay the amount in full within a maximum of 12 months
- Pursue collections through the court system, the Internal Revenue Service (IRS), or any other available method
- Restrict the owner from future participation

### **20.7 HOW THE HA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If the HA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. In all cases, the HA will secure the written authorization from the program participant for the release of information. The steps taken will depend upon the nature of the allegation and may include, but are not limited to:

#### **20.7.1 Credit Bureau Inquiries (CBI)**

In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

#### **20.7.2 Verification of Credit**

In cases where the financial activity conflicts with file data, a *Verification of Credit* form may be mailed to the creditor in order to determine the unreported income source.

#### **20.7.3 Employers and Ex-Employers**

Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

#### **20.7.4 Neighbors/Witnesses**

Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the HA's review.

#### **20.7.5 Other Agencies**

Investigators, case workers or representatives of other benefit agencies may be contacted.

#### **20.7.6 Public Records**

If relevant, the HA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked include, but are not limited to, real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police

records, state wage records, utility records, postal records, social media, etc.

#### **20.7.7 Department of Motor Vehicles (DMV)**

In cases involving suspected unauthorized tenants and/or unreported vehicles.

#### **20.7.8 Enterprise Income Verification (EIV) reports**

In cases involving unreported income and/or unreported employers

#### **20.7.9 Interviews with Head of Household or Family Members**

The HA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate HA office. A high standard of courtesy and professionalism will be maintained by the HA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

#### **20.7.10 Other**

The HA may use any other resources or tools available.

### **20.8 PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE HA**

Documents and other evidence obtained by the HA during the course of an investigation will be considered "work product" and will be kept in a separate "work file" and kept in a secured area. Such cases under review will not be discussed among HA Staff unless they are involved in the process, or have information which may assist in the investigation. In the event that the results of the investigation leads to the termination of rental assistance, the information used to support the termination will then be kept in the participant's file.

### **20.9 CONCLUSION OF THE HA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

### **20.10 EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the HA will review the facts to determine:

- The type of violation (procedural, non-compliance, fraud).
- Whether the violation was intentional or unintentional.
- What amount of money (if any) is owed by the family/owner.
- If the family is eligible for continued rental assistance.

### **20.11 ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED**

Once a program violation has been documented, the HA will propose the most appropriate remedy based upon the type and severity of the violation.

#### **20.11.1 Procedural Non-compliance (Pre-termination of Assistance Appointment)**

When the family "fails to" observe a procedure or requirement of the HA, but does not



misrepresent a material fact, and there are no retroactive assistance payments owed by the family. Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment.
- Failure to return verification in time period specified by the HA.

In such cases a notice will be sent to the family which contains the following:

- A description of the non-compliance and the procedure, policy or obligation which was violated.
- The date by which the violation must be corrected, or the procedure complied with.
- The action which will be taken by the HA if the procedure or obligation is not complied with by the date specified by the HA.
- The consequences of repeated (similar) violations.

#### **20.11.2 Procedural Non-compliance - Overpaid Assistance.**

When the family owes money to the HA for failure to report changes in income or assets, the HA will issue a Pre-termination of Assistance Appointment. This Notice will contain the following:

- A description of the violation and the date(s).
- Any amounts owed to the HA (if known, otherwise this will be determined at a later time once all evidence is gathered).

##### **(a) Participant Fails to Comply with HA's Notice**

If the Participant fails to comply with the HA's notice, and a family obligation has been violated, the HA will initiate termination of assistance (Intent to Terminate Assistance letter).

The family will be given the right to disagree and to request an informal hearing with instructions for the request of such hearing.

##### **(b) Participant Complies with HA's Notice**

When a family complies with the HA's notice, the staff person responsible will meet with him/her to discuss and explain the family obligation(s) or program rule(s) which was violated. The staff person will counsel the participant and may require that they sign Certified Statements regarding their family obligations with the understanding that future incidents may result in termination.

#### **20.11.3 Intentional Misrepresentations**

When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the HA, the HA will evaluate whether or not:

- The participant had knowledge that his/her actions were wrong, and
- The participant willfully violated the family obligations or the law.

##### **(a) Knowledge that the action or inaction was wrong**

This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, Eligibility Questionnaire, "What is Fraud", and "Important Points to Remember" are adequate to establish knowledge of wrong-doing.

##### **(b) The participant and/or owner willfully violated the law**

Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the participant and/or owner of the misrepresentation.
- That the act was done repeatedly.
- If a false name or Social Security Number was used.
- If there were admissions to others of the illegal action or omission.
- That the participant and/or owner omitted material facts which were known to him/her (e.g., employment of self or other household member).
- That the participant and/or owner falsified, forged or altered documents.
- That the participant and/or owner verbalized and completed certified statements or other documentation which were later independently verified to be false.

#### **20.11.4 Dispositions of Cases Involving Misrepresentations**

In all cases of misrepresentations involving efforts to recover monies owed, the HA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

##### **(a) Criminal Prosecution**

If the HA has established criminal intent, and the case meets the criteria for prosecution, the HA will:

- Refer the case to the local and/or State municipalities and/or the District Attorney, notify HUD's Office of the Inspector General (OIG), and terminate rental assistance.

##### **(b) Administrative Remedies**

The HA will:

- Terminate assistance and demand payment of restitution in full.
- Terminate assistance and execute an administrative repayment agreement in accordance with the HA's Repayment Policy.
- Terminate assistance and pursue restitution through civil and/or criminal litigation.
- Continue assistance at the correct level upon repayment of restitution in full.
- Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the HA's repayment policy.
- For owner fraud, prevent them from renting their units to program participants.

(c) All other remedies available to the HA in law and equity.

#### **20.11.5 The Pre-Termination of Assistance Appointment for Serious Violations and Misrepresentations**

When the HA has established that material misrepresentation(s) have occurred, a Pre-Termination of Assistance Appointment will be scheduled with the family representative and the HA staff person who is most knowledgeable about the circumstances of the case.

This Pre-Termination of Assistance Appointment will take place prior to any proposed action by the HA. The purpose of such Pre-Termination of Assistance Appointment is to review the information and evidence obtained by the HA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the HA. The family will be given ten (10) calendar days to furnish any mitigating evidence.

A secondary purpose of the Pre-Termination of Assistance Appointment is to assist the HA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the HA will consider:

- The duration of the violation and number of false statements.
- The family's ability to understand the rules.
- The family's willingness to cooperate, and to accept responsibility for his/her actions
- The amount of money involved.
- The family's past history
- Whether or not criminal intent has been established.
- The number of false statements.

**20.11.6 Notification to Participant of Proposed Action**

The HA will notify the family of the proposed action no later than **30-60** days after the Pre-Termination of Assistance Appointment by mail.

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## CHAPTER 21

### PROJECT-BASED VOUCHERS

#### PART I: GENERAL REQUIREMENTS

##### 21.1 INTRODUCTION (DESCRIPTION OF PBV PROGRAM) (24 CFR 983.5)

The Project-Based Voucher (PBV) program is administered by Public Housing Agencies who also administer the tenant-based Housing Choice Voucher program, or Section 8 and the Veterans Affairs Supportive Housing (VASH) Voucher Program. PBV is assistance that is tied directly to a unit in an approved project, unlike HCV, where assistance is tied to the participant. The policies regarding the Housing Choice Voucher program apply to the PBV program, except where they are specifically altered in this chapter. The Housing Authority at its discretion can project base Section 8 vouchers and VASH vouchers in accordance with its administrative plan and the Code of Federal Regulations. In administering the Project-Based Voucher program, the goals of this Housing Authority are to:

- Attract more affordable developments to the Housing Authority's jurisdiction;
- Leverage PBV with other financing sources;
- Preserve affordable units that might otherwise become market-rate units;
- Increase affordability of housing for families making at or below 30% of the area median income ;
- Increase affordability of housing for families making at or below 50% of the area median income;
- Further HUD and Housing Authority goals of deconcentration;
- Increase the Permanent Supportive Housing Stock;
- Develop Housing Authority owned sites;
- Develop Housing in Transformative Climate and Sustainable Communities; and
- Expand housing and economic opportunities.

The Housing Authority may enter into contracts for Project-Based Vouchers based on the policies outlined in this chapter.

##### 21.2 LEVEL OF ASSISTANCE (24 CFR 983.6)

The Housing Authority will appropriate no more than 20% of the [Housing Authority's Consolidated Annual Contributions Contract \(ACC\) authorized units](#) ~~Section 8 Budget Authority (BA)~~ allocated to the HA by HUD in the Project-Based Vouchers program.

**Additional Project-Based Units** [Federal Register (FR) notice (82 FR 5458) published on January 18, 2017, as revised by FR notice 82 FR 32461 published on July 14, 2017]

The Housing Authority may project-base an additional 10 percent of its units above the 20 percent program limit, provided those additional units fall into one of the following categories:

- Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302) and continued in the Continuum of Care Interim Rule at 24 CFR 578.3.
- Are specifically made available to house families that are comprised of or include a veteran.
  - *Veteran* means an individual who has served in the United States Armed Forces.

- Provide Supportive Housing to persons with disabilities or elderly persons as defined in 24 CFR 5.403. (see Appendix A:Glossary for definition of Supportive Housing)
- Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates.
- [While PBV projects located in a census tract with a poverty rate at 20 percent or less are excluded from the 25 percent unit cap, those projects are subject to an alternative income mixing requirement that is the greater of 25 units or 40 percent of the units [Federal Register (FR) notice (82 FR 5458) published on January 18, 2017, as revised by FR notice 82 FR 32461 published on July 14, 2017].

#### Housing Authority Policy

The Housing Authority will project-base an additional 10 percent of its units above the 20 percent program limit in accordance with the provisions set forth in this section 21.2 under the heading “Additional Project-Based Units.”

#### **TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]**

Many of the tenant-based voucher program regulations set forth in 24 CFR Part 982 also apply to the PBV program.

Consequently, many of the Housing Authority policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are set forth in 24 CFR 983.2.

#### Housing Authority Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations set forth in 24 CFR Part 983, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

#### **RELOCATION REQUIREMENTS [24 CFR 983.7]**

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Relocation costs may not be paid from voucher program funds; however, provided payment of relocation benefits is consistent with state and local law, the Housing Authority may use their administrative fee reserve to pay for relocation assistance after all other program administrative expenses are satisfied. Use of the administrative fee reserve in this manner must be consistent with legal and regulatory requirements, including the requirements of 24 CFR 982.155 and other official HUD issuances. The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. The Housing Authority must require the owner to comply with the URA and 49 CFR part 24

In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of

negotiations” means the execution of the agreement between the owner and the Housing Authority.

#### **EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]**

The HA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program including the authority cited at 24 CFR 5.105(a). In addition, the Housing Authority must comply with the Housing Authority Plan on civil rights and affirmatively furthering fair housing certification, submitted by the Housing Authority in accordance with 24 CFR 903.7(o).

### **PART II: PBV OWNER PROPOSALS**

#### **OVERVIEW**

With certain exceptions, the Housing Authority must describe the procedures for owner submission of PBV proposals and for Housing Authority selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, the Housing Authority must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56], and meets the site selection standards [24 CFR 983.57]. The Housing Authority may not commit PBVs until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 [Notice PIH].2017-21 (HA)].

#### **21.3 OWNER PROPOSAL SELECTION PROCEDURE (24 CFR 983.51)**

The Housing Authority may use one of the following methods to select owner proposals:

1. Request for Proposal (RFP): The Housing Authority may issue a competitive request for PBV proposals. An RFP may not be limited to a single site and may not impose restrictions that practically preclude owner submission of proposals for PBV on different sites. The Housing Authority will publish an RFP in at least one newspaper of general circulation, as well as post the RFP on the Housing Authority website. The submission deadline will be included in the RFP and a detailed application and selection criteria will be provided to all interested parties.
- ~~2.~~ At the discretion of the Housing Authority, projects may be selected for PBV assistance using proposals for housing developed using federal, Administrative Plan 21.2, state, or local government housing assistance, community development, or a supportive services program that requires competitive selection of proposals (e.g., HOME, competitively-awarded Low-Income Housing Tax Credit), where the proposal has already been selected in accordance with such program’s competitive selection requirements within three years of the Housing Authority’s PBV selection date, and the earlier selection proposal did not involve any consideration that the project would receive Housing Authority PBV assistance. Once a project is selected to receive PBV assistance, the Housing Authority will give public notice of its selection on its website at [www.harivco.org](http://www.harivco.org).

~~2.~~

~~3.~~ Units Selected Non-Competitively Where Housing Authority has Ownership Interest [Federal Register (FR) notice (82 FR 5458) published on January 18, 2017, as revised by FR notice 82 FR 32461 published on July 14, 2017]. For certain public housing projects where the Housing Authority has an ownership interest or control, the Housing Authority

may select a project without following one of the two processes above in cases which the Housing Authority is engaged in an initiative to improve, develop, or replace a public housing property or site.

**Housing Authority Policy**

The Housing Authority may attach PBVs to projects owned or controlled by the Housing Authority as described above on a case-by-case basis.

The Housing Authority awarded project based vouchers to the following Housing Authority owned projects listed below non-competitively:

Perris Park Apartments – The Housing Authority’s affiliated non-profit Riverside Community Housing Corp. (RCHC) acquired an 80 unit apartment project in the City of Perris, located at 1450 South Perris Boulevard, Perris, CA 92570 identified as Assessor’s Parcel No. 313-290-020. The property consist of 32 two bedroom units, 32 three bedroom units, and 16 four bedroom units. The property is an existing affordable housing project built in 2000 that had been struggling financially and in need of repairs as a result. The RCHC was created as an affiliate to the Housing Authority for the purpose of, among other things, financing, acquiring, owning and managing affordable housing developments in the County of Riverside for persons of low and moderate income. The Housing Authority awarded this project a total of 70 project based vouchers non-competitively under this section. As part of the acquisition of this property the RCHC is proposing to substantially rehabilitate the property and bring the project in compliance with housing and quality standards. Awarding this project PBVs will insure the long term stability of this project for the foreseeable future.

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Desert Rose Apartments – In 2008 the Housing Authority acquired the 100 unit Ripley Migrant Farm Worker Center and converted the facility to a year round 76 unit housing complex for rental housing to extremely low-income household and farm workers. The property over the years has experienced an abnormal high vacancy rate and as result of that the project is struggling financially and no longer feasible to continue to operate at a loss. The Housing Authority awarded this property a total of 40 PBVs to insure that the property remains financially feasible and available to very low income residents. The Housing Authority is also exploring bringing in service providers to the property that can offer after school programs for the children and work development programs for the adults living at the property.

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Allegheny Apartments – The Housing Authority’s affiliated non-profit Riverside Community Housing Corp. (RCHC) in partnership with LINC Housing Corporation, a nonprofit public benefit corporation (LINC), are partnering to develop and construct a new 48 unit affordable housing project in the City of Beaumont, between 6th Street and 8th Street , identified as Assessor’s Parcel No. 419-150-050. The development will consist of 24 two-bedroom and 24 three bed-room units. LINC applied for competitive funding to the State of California Multifamily Housing Program and was awarded \$11,907,000. The Housing Authority ~~awarded~~ will be awarding this project a total of 47 project-based vouchers non-competitively under this section. All the units on this project will be restricted for very low-income households and awarding the project the vouchers

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will insure the deep target affordability and the long-term stability of this project for the foreseeable future.

**Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]**

Housing Authority procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the Housing Authority. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the Housing Authority request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

**Housing Authority Policy - Housing Authority Request for Proposals**

The Housing Authority will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the following newspapers and trade journals:

Press-Enterprise and Desert Sun

Other local publications serving specific geographic areas within the Housing Authority's jurisdiction, including, where appropriate:

- Palo Verde Times

In addition, the Housing Authority will post the RFP and proposal submission and rating and ranking procedures on its website.

The Housing Authority will publish its advertisement in the newspapers mentioned above for at least one day. The advertisement will specify the number of units the Housing Authority estimates that it will be able to assist under the funding the Housing Authority is making available. Proposals will be due in the Housing Authority office by close of business 30 calendar days from the date of the last publication.

In order for the proposal to be considered, the owner must submit the proposal to the Housing Authority by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete and late proposals will not be reviewed.

**Housing Authority-Owned Units [24 CFR 983.51(e), 983.59, Notice PIH 2017-21] (HA)]**

A Housing Authority owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the Housing Authority owned units were appropriately selected based on the selection procedures specified in the Housing Authority Administrative Plan. If the Housing Authority selects a proposal for housing that is owned or controlled by the Housing Authority, the Housing Authority must identify the entity that will review the Housing Authority proposal selection process and perform specific functions with respect to rent determinations and inspections.



In the case of Housing Authority -owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by the Housing Authority and a HUD-approved independent entity. In addition, an independent entity must determine the rent to owner, the re-determined rent to owner, and reasonable rent. Housing quality standards inspections must also be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for the Housing Authority jurisdiction (unless the Housing Authority is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

#### **Housing Authority Policy**

The Housing Authority may submit a proposal for project-based housing that is owned or controlled by the Housing Authority. If the proposal for Housing Authority -owned housing is selected, the Housing Authority will use Nan McKay & Associates or another qualified entity to review the Housing Authority selection and establish PBV contract rents (initial rent to owner and re-determined rent to owner), perform all HQS inspections and rent reasonableness activities for Housing Authority owned units and provide a copy of the results to the HUD field office where the project is located. The Housing Authority has obtained HUD approval to utilize Nan McKay & Associates. The Housing Authority will obtain HUD approval of any new entity prior to selecting the proposal for Housing Authority -owned housing.

The Housing Authority may only compensate the independent entity from Housing Authority ongoing administrative fee income (including amounts credited to the administrative fee reserve). The Housing Authority may not use other program receipts to compensate the independent entity for its services. The Housing Authority and independent entity may not charge the family any fee for the appraisal or the services provided by the independent entity.

#### **Housing Authority Notice of Owner Selection [24 CFR 983.51(d)]**

The Housing Authority must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

#### **Housing Authority Policy**

Within 10 business days of the Housing Authority making the selection, the Housing Authority will notify the selected owner in writing of the owner's selection for the PBV program. The Housing Authority will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, the Housing Authority will post the notice of owner selection on its web site. The announcement will include the name of the owner that was selected for the PBV program.

The Housing Authority will make available to any interested party its rating and ranking sheets and documents that identify the Housing Authority basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The Housing Authority will not make available

sensitive owner information that is privileged, such as financial statements and similar information about the owner.

The Housing Authority will make these documents available for review at the Housing Authority during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

#### **21.4 HOUSING ELIGIBLE FOR ASSISTANCE (24 CFR 983.52 AND 983.53)**

The Housing Authority will consider proposals for existing and newly constructed and rehabilitated housing. The following types of housing are ineligible under the Project-Based Voucher Program:

- Shared housing;
- Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
- Facilities providing continuous medical or related care, except an assisted-living facility that provides home health care services;
- Units owned by an educational institution that are designated for occupancy by students of the institution only;
- Manufactured homes;
- Transitional housing;
- Units occupied by owners; and
- Units occupied by ineligible families.

#### **Subsidized Housing [24 CFR 983.54]**

The HA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance; (tenant based or project based);
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the Housing Authority may attach assistance to a unit subsidized with Section 236 interest reduction payments;
- A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);
- A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);
- Section 811 project-based supportive housing for persons with disabilities (42 U.S.C. 8013);
- Section 202 supportive housing for the elderly (12 U.S.C. 1701q);
- A Section 101 rent supplement project (12 U.S.C. 1701s);
- A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);

- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the Housing Authority in accordance with HUD requirements. For this purpose, “housing subsidy” does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

**SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55]**

The Housing Authority may provide PBV assistance only in accordance with HUD subsidy layering regulations set forth in 24 CFR 4.13 and other requirements.

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

The Housing Authority may only provide assistance in accordance with HUD subsidy layering regulations and other requirements. A subsidy layering review will not be required to enter into an agreement or to execute a contract between the Housing Authority and the owner when a project has not received any form of government housing assistance, other than the PBV assistance.

~~Subsidy layering requirements do not apply to existing housing.~~ A subsidy layering review is required for any new construction ~~or rehabilitation~~ rehabilitation project receiving a form of ~~government-governmental assistance-housing assistance~~ in addition to project based vouchers. The HA will not enter into an AHAP or HAP with the owner until the project has successfully passed a subsidy layering review by HUD or other HUD-approved agency. The owner must certify in the HAP contract that the project has not received and will not receive (before or during the term of the contract) any other form of public assistance for acquisition, development, or operation of the housing, other than during the life of the HAP contract other than that disclosed in the subsidy layering review in accordance with HUD requirements.

**21.5 LIMITS ON ASSISTANCE [24 CFR 983.56]**

The Housing Authority may only provide Project-Based Voucher assistance to up to 25% of the units in a selected project. Units excepted from this rule are:

- Units that house elderly or disabled families receiving permanent supportive housing services or other qualified supportive services; ~~and~~
- ~~Families receiving qualified supportive services~~ Units that house individuals ~~individuals that are homeless or at risk of homelessness~~ receiving permanent supportive housing services;
- More than 25% of the units in a single-family building (a building with no more than 4 dwelling units) may be assisted with PBV.

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**21.5.1 Qualified Supportive Services**

Units occupied by families eligible to receive qualified supportive services are excepted from the 25% cap on PBV assistance within a single development. Examples of supportive services that qualify for an exception include, but are not limited to:

- Family Self-Sufficiency (FSS) program

- Welfare-to-Work
- Psychological or medical services
- Drug or alcohol rehabilitative treatment
- Job training or placement services
- Education program where there is a reasonable expectation of leading to self-sufficiency
- Families receiving services in connection with the Veterans Affairs Supportive Housing program.
- [Permanent Supportive services designed for chronic homelessness/homeless households or persons at risk of homelessness](#) that maximize housing stability

### **21.5.2 Qualifications for Supportive Services**

It is not necessary that the supportive services be provided at or by the project. At least one member of the family must qualify for the supportive service for the unit to remain excepted from the 25% cap. Participation in medical- or disability-related services is not required as a condition of living in an excepted unit, other than a drug and alcohol treatment program for current abusers, although such services may be offered.

### **21.5.3 Supportive Services Monitoring**

Participant compliance with a supportive service contract will be monitored at least annually. The Housing Authority will request a status update for the participant's supportive service contract at the anniversary of said contract. The Housing Authority may request a status update on the supportive service contract more frequently, at its discretion. Providers of supportive services must provide the Housing Authority any changes to the program within thirty days of when those changes occur.

### **21.5.4 Failure to Meet Supportive Service Requirements**

When a family living in an excepted unit fails to meet the requirements of a supportive service contract, and is living in the excepted unit because of the supportive services received, the Housing Authority will propose termination of the contract. The family will not be issued a voucher to move. The owner and participant will be given a sixty-day notice of the proposed termination of the HAP contract. The owner may at that time terminate the lease and issue an order to vacate by the HAP contract termination date. If a family fails to meet the requirements of the supportive service contract for good cause, as determined by the Housing Authority, and is qualified to become reinstated in the supportive service program within a reasonable time period, the Housing Authority may counsel the family on its obligations and allow reinstatement of the supportive service contract.

## **21.6 PROJECT SELECTION CRITERIA (24 CFR 983.57)**

The following criteria will be considered when evaluating proposals for Project- Based Voucher assistance:

- Housing that serves families consistent with the needs indicated by preferences for the HA waiting list; and,
- Housing that provides an appropriate level of supportive services to residents
- Other appropriate criteria consistent with regulation.

### **21.6.1 Selection Requirements for All Housing Types**

A project may be selected to receive PBV assistance only if it is or will be located in a census

tract that meets one of the following criteria:

- (i) A HUD-designated Enterprise Zone, Economic Community or Renewal Community;
- (ii) The concentration of assisted units will be or has decreased as a result of public housing demolition;
- (iii) Is undergoing significant revitalization;
- (iv) State, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;
- (v) New market rate units are being developed that will positively impact the poverty rate in the area;
- (vi) Meaningful opportunities for educational and economic advancement exist.

Additionally, the site must be suitable in terms of furthering and facilitating all Fair Housing requirements. The site must also meet the HQS and/or NSPIRE site and neighborhood standards found in Chapter 10.

#### **21.6.2 Requirements for Selecting Existing and Rehabilitated Housing (24 CFR 983.151)**

The Housing Authority will select only existing and rehabilitated housing projects that meet the following criteria:

- (1) The site is adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)
- (2) Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- (3) Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
- (4) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. This requirement does not apply to senior projects.

#### **21.6.3 Requirements for New Construction Housing**

The Housing Authority will select only new construction housing projects that meet the following criteria:

- (1) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.
- (2) The site must not be located in an area of minority concentration, except as permitted under number (3) of this section.
- (3) A project may be located in an area of minority concentration only if:
  - (i) Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration;
    - a. Application of this sufficient, comparable opportunities standard involves assessing the following factors:
      - (i) Significant number of assisted housing units is available outside areas of minority concentration.
      - (ii) There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible

population.

(iii) There are racially integrated neighborhoods in the surrounding area.

(iv) Minority families have benefited from local activities (*e.g.*, acquisition and write-down of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.

(v) Comparable housing opportunities have been made available outside areas of minority concentration through other programs.

(vi) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

1. Application of the “overriding housing needs” criterion may permit approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a “revitalizing area”).

2. An “overriding housing need,” may not serve as the basis for determining that a site is acceptable, if the basis for the decision is that discrimination related to race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

(4) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas poverty concentration.

(5) The neighborhood must not be seriously detrimental to family life or one in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.

(6) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

(7) Except for new construction housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower income workers, must not be excessive.

## **21.7 AGREEMENT TO ENTER INTO THE HAP CONTRACT (24 CFR 983.152)**

If a rehabilitated or newly constructed project, as defined in 24 CFR 983.3, is selected by the Housing Authority to receive Project-Based Vouchers, the Housing Authority will enter into an Agreement to enter into a Housing Assistance Payment contract (AHAP) with the owner in the form required by HUD. In the AHAP the owner agrees to develop the contract units to comply with HQS and/or NSPIRE, and the Housing Authority agrees that, upon timely completion of the development in accordance with the terms of the AHAP, the Housing Authority will enter into a HAP contract with the owner for the contract units.

### **21.7.1 Environmental Review**

**(24 CFR 983.58)**

The Housing Authority activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the

federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The Housing Authority may not enter into an AHAP nor enter into a HAP contract until it has complied with the environmental review requirements set forth in 24 CFR 983.58.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

The PHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

The PHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The PHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

## **21.8 SELECTION OF PARTICIPANTS (24 CFR 983.251)**

The Housing Authority may select families who are participants in the HA's tenant based voucher program and families who have applied for admission to the project based voucher program. Except for voucher participants (determined eligible at original admission to the voucher program), the HA may only select families determined eligible for admission at commencement of PBV assistance.

### **21.8.1 Waiting List**

The PHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and PBV assistance. The PHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by the PHA. If the PHA chooses to offer a separate waiting list for PBV assistance, the PHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If a PHA decides to establish a separate PBV waiting list, the PHA may use a single waiting list for the PHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

### **Housing Authority Policy**

The HA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. For all project based sites that utilize VASH Vouchers, a waiting list will be maintained by the Veteran Affairs Loma Linda Medical Center. In accordance with California State Law [Health and Safety Code Section 34322.2 (b)], families meeting the definition of a veteran according to either the United States Code, Title 38 (38 U.S.C.), Section 101 or the California Military and Veterans Code, Section 980, will have priority.

Applicants currently on the tenant-based assistance waiting list will be given an opportunity to place their name on a PBV waiting list, with their original date and time intact. If a new applicant applies to the tenant-based waiting list, the applicant will be given the opportunity to also place their name on any open PBV waiting list.

### **SELECTION FROM THE WAITING LIST [24 CFR §983.251(c)]**

The PHA may adopt a preference for admission of single persons who are age 62 or older, displaced, homeless, or persons with disabilities over other single persons.

### **Housing Authority Policy**

HACR will accept referrals from the ~~Coordinated~~ Coordinated Entry System on its PBV waiting lists for PBV units restricted for homeless ~~individuals~~ individuals, people at risk of homelessness, Veterans, or persons with disabilities ~~over other single persons.~~

### **Income Targeting [24 CFR 983.251(c)(6)]**

Not less than 75 percent of the families admitted to a PHA's tenant based and project-based voucher programs during the PHA fiscal year from the PHA waiting lists shall be extremely low-income families. The income-targeting requirements at 24 CFR 982.201(b)(2) apply to the total of admissions to the PHA's project-based voucher program and tenant-based voucher program during the PHA fiscal year from the PHA waiting list for such programs.

### **Units with Accessibility Features [24 CFR 983.251(c)(7)]**

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

### **Preferences [24 CFR 983.251(d), FR Notice 11/24/08]**

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. The PHA must provide an absolute selection preference for eligible in-place families as described in this plan.

The PHA may establish a selection preference for families who qualify for voluntary services, including disability-specific services, offered in conjunction with assisted units, provided that preference is consistent with the PHA plan. The PHA may not, however, grant a preference to a person with a specific disability [FR Notice 1/18/17].

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy. If the PHA has projects with "excepted units" for elderly families or supportive services, the PHA must give preference to such families when referring families to these units [24 CFR 983.261(b); FR Notice 1/18/17]

### **Housing Authority Policy:**

Applicants on any PBV waiting list are subject to the system of local preferences as it pertains to that particular waiting list. PBV site-based waiting lists will have admission preferences that reflect the target population of each project. When PBV buildings are selected, the Housing Authority will publicly notice the selection, as well as the target population of each project. As



new waiting lists are opened to the public, they will be advertised on the Housing Authority's website, along with its admissions preferences.

Disabled families who need an available *accessible* unit at a particular project may be awarded first preference from the waiting list. Disabled families may not be required to accept the supportive services offered nor can a preference be granted for those with a particular disability.

***Current Site Based Waiting Lists and Preferences:***

**El Dorado Apartments (~~City of Riverside~~) – 67 PBV Units, + 1 Mgr Unit**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Rubidoux Village Townhomes (~~City of Jurupa Valley~~) – 29 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Fort Dr./Highland (~~City of Jurupa Valley~~) – 13 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Midway Capri (~~City of Perris~~) – 40 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Broadway Manor Townhomes/Fairview Lake Townhomes (~~City of Lake Elsinore~~) – 44 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Gloria Crossings Apartments (~~City of Moreno Valley~~) – 33 PBV Units, + 1 Mgr Unit**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)

- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Dracaea Townhomes (~~City of~~ Moreno Valley) – 28 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Sherman Homes (~~City of~~ Moreno Valley) – 4 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Banning Townhomes (~~City of~~ Banning) – 14 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Beaumont Grove (~~City of~~ Beaumont) – 12 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Idyllwild Place (~~City of~~ San Jacinto) – 14 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Corregidor Manor (~~City of~~ Cathedral City) – 14 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Quinto Del Sol Apartments (~~City of~~ Desert Hot Springs) – 42 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County

- Elderly or disabled or families with minor children

**Aladdin Villas (Indio)– Aladdin Villas (City of Indio) – 20 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Dr. Clair S. Johnson Apartments (~~Unincorporated~~~~Unincorporated~~ community of Mecca) – 40 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Thermal I & II Apartments (~~Unincorporated~~~~Unincorporated~~~~Unincorporated~~ community of Thermal) – 53 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50 of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Casas San Miguel (~~City of~~ Cathedral City) – 38 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Disabled or Elderly or receive supportive services

**El Solano (~~City of~~ Blythe) – 10 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Disabled or Elderly

**Madera Vista (~~City of~~ Temecula) – 7 PBV Units**

- Qualified veterans
- [Maximum Income Limit: See below for breakdown](#)
  - o [1 1BR/1BA at 30% AMI – site based waiting list](#)
  - o [2 2BR/1BA at 30% AMI – site based waiting list](#)
  - o [3 3BR/2BA at 30% AMI – site based waiting list](#)
- ~~Maximum Income Limit: 30% of the Area Median Income (AMI)~~
- Live/Work in Riverside County

- Elderly or disabled or families with minor children

**Vista Rio (~~City of Jurupa Valley~~) – 8 PBV Units**

- Qualified veterans
  - [Maximum Income Limit: See below for breakdown](#)
  - [4 1BR/1BA at 30% AMI – site based waiting list](#)
  - [4 2BR/2BA at 30% AMI – site based waiting list](#)
  - ~~Maximum Income Limit: 30% of the Area Median Income (AMI)~~
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Desert Rose Apartments (~~Unincorporated~~~~Unincorporated~~ community of Ripley) – 41 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Perris Park Apartments (~~City of Perris~~) – 70 PBV Units**

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income (AMI)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Cedar Glen (~~City of Riverside~~) – Phase I – 20 PBV Units**

- Qualified veterans
- Maximum Income Limit: See below for breakdown
  - 3 1BR/1BA at 50% AMI – referred by Behavioral Health
  - 6 2BR/2BA at 50% AMI – [site based waiting list](#)~~regular vouchers from wait list~~
  - 8 3BR/2BA at 50% AMI – [site based waiting list](#)~~regular vouchers from wait list~~
  - 3 4BR/2.5BA at 50% AMI – [site based waiting list](#)~~regular vouchers from wait list~~
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

**Cedar Glen (~~City of Riverside~~) – Phase II – 49 PBV Units**

- Qualified veterans
- Maximum Income Limit: See below for breakdown
  - ~~245~~ 1BR/1BA at 20% AMI – referred by Behavioral Health
  - 14 1BR/1BA at 25% AMI – referred by Behavioral Health
  - ~~524~~ 1BR/1BA at ~~between 20%–30%~~ 30% AMI – referred by Behavioral Health
  - ~~325~~ 3BR/2BA at ~~between 30%–50%~~ 50% AMI – [site based](#)~~regular vouchers from wait~~[waiting](#) list
  - 22 3BR/2BA at 50% AMI – site based waiting list
  -

- Live/Work in Riverside County
- Elderly or disabled or families with minor children

<del>1BR/1BA</del>	<del>AMI</del>
<del>5</del>	<del>20%</del>
<del>14</del>	<del>25%</del>
<del>5</del>	<del>30%</del>

<del>3BR/2BA</del>	<del>AMI</del>
<del>3</del>	<del>30%</del>
<del>22</del>	<del>50%</del>

**Hemet Vistas (~~City of Hemet~~) – 22 PBV Units**

- ~~Qualified veterans~~
- ~~Maximum Income Limit: See below for breakdown~~
  - ~~8 3BR/2BA at 50% AMI – site based waiting list~~
  - ~~14 4BR/2BA at 50% AMI – site based waiting list~~
- ~~Live/Work in Riverside County~~
- ~~Elderly or disabled or families with minor children~~
- ~~Qualified veterans~~
- ~~Maximum Income Limit: 50% of the Area Median Income (AMI)~~
- ~~Live/Work in Riverside County~~
- ~~Elderly or disabled or families with minor children~~

**Mission Village II, Temecula (~~City of Temecula~~) – 8 PBV Units**

- ~~Qualified veterans (age 55 and older)~~
- ~~Maximum Income Limit: See below for breakdown~~
  - ~~4 2BR/1BA at 40% AMI – site based waiting list~~
  - ~~4 3BR/2BA at 40% AMI – site based waiting list~~
- ~~Live/Work in Riverside County~~
- ~~Elderly or disabled or families with minor children~~
- ~~Maximum Income Limit: 50% of the Area Median Income (AMI)~~
- ~~Live/Work in Riverside County~~
- ~~Elderly or disabled or families with minor children~~

**Cathedral Palms Apartments (~~City of Cathedral City~~) – 9474 PBV Units**

- ~~Qualified veterans (age 55 and older)~~
- ~~Maximum Income Limit:~~
  - ~~68 Studio/1BA at 30% AMI – referred by Behavioral Health~~
  - ~~626 Studio/1BA at 50% AMI – site based waiting list ~~regular vouchers from waiting list~~~~
- ~~Live/Work in Riverside County~~
- ~~Senior community (age 55 and older)~~ ~~Elderly or disabled or families with minor children~~

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**Courtyards at Cottonwoods (~~City of Moreno Valley~~) – 35 PBV Units**

- ~~Qualified veterans~~
- ~~Maximum Income Limit: Unit Specific: 30% - 50% Area Median Income (AMI)~~

- ~~Live/Work in Riverside County~~
  - ~~Senior (55+) or disabled or families with minor children~~ Maximum Income Limit: See below for breakdown
    - 14 1BR/1BA at 30% AMI – site based waiting list (55+)
    - 6 2BR/1BA at 30% AMI – site based waiting list (55+)
    - 4 1BR/1BA at 40% AMI – site based waiting list
    - 24 2BR/1BA at ~~between 40-50%~~ 40-50% AMI – site based waiting list
    - 2 2BR/1BA at 50% AMI – site based waiting list
    - 47 3BR/2BA at ~~between 30-50%~~ 30-50% AMI – site based waiting list
    - 2 3BR/2BA at 40% AMI – site based waiting list
    - 1 3BR/2BA at 50% AMI – site based waiting list
  - Live/Work in Riverside County
  - Elderly or disabled or families with minor children

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1BR	Type	AMI
14	Senior	30%
4	Family	40%

2BR	Type	AMI
6	Senior	30%
2	Family	40%
2	Family	50%

3BR	Type	AMI
4	Family	30%
2	Family	40%
1	Family	50%

**Mission Heritage (Riverside) – 3030 PBV Units**

- Qualified veterans
- Maximum Income Limit: See below for breakdown
  - 2 1BR/1BA at 50% AMI – site based waiting list
  - 643 2BR/1BA at ~~between 45-50%~~ 45-50% AMI – site based waiting list
  - 7 2BR/1BA at 50% AMI – site based waiting list
  - 69 3BR/2BA at ~~between 45-50%~~ 45-50% AMI – site based waiting list
  - 3 3BR/2BA at 50% AMI – site based waiting list
  - 14 2BR/1BA at ~~between 30-45%~~ 30-45% AMI – site based waiting list (Veteran)
  - 3 2BR/1BA at 30% AMI – site based waiting list (Veteran)
  - 2 3BR/2BA at 30% AMI – site based waiting list (Veteran)
- Live/Work in Riverside County
- Elderly or disabled or families with minor children
- Qualified veterans
- Maximum Income Limit: 30% – 50 % of the Area Median Income (AMI)
- Live/Work in Riverside County
- Disabled or Elderly or receive supportive services

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**Veterans Village (Cathedral City) – 6 PBV Units**

- [Qualified veterans](#)
- [Maximum Income Limit: See below for breakdown](#)
- [6 1BR/1BA at 50% AMI – referred by Behavioral Health](#)
- [Live/Work in Riverside County](#)
- [Disabled or Elderly or receive supportive services](#)

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**Pueblo Viejo Villas (City of Coachella) – 8 PBV Units**

- [Qualified veterans](#)
- [Maximum Income Limit: See below for breakdown](#)
- [2 2BR/1BA at 30% AMI – site based waiting list](#)
- [6 3BR/1BA at 30% AMI – site based waiting list](#)
- ~~Maximum Income Limit: 30% of the Area Median Income (AMI)~~
- [Live/Work in Riverside County](#)
- [Disabled or Elderly or receive supportive services](#)

**St. Michaels (Riverside) – 24 PBV Units**

- [Qualified veterans](#)
- [Maximum Income Limit: See below for breakdown](#)
- [19 1BR/1BA at 30% AMI – referred by Behavioral Health](#)
- [5 2BR/2BA at 30% AMI – referred by Behavioral Health](#)
- [Live/Work in Riverside County](#)
- [Disabled or Elderly or receive supportive services](#)

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**Oasis Senior Apts (Riverside) – 49 PBV Units**

- [Qualified veterans](#)
- [Maximum Income Limit: See below for breakdown](#)
- [45 1BR/1BA at 50% AMI – section 8 site based waiting list](#)
- [4 2BR/2BA at 50% AMI – section 8 site based waiting list](#)
- [Live/Work in Riverside County](#)
- [Disabled or Elderly or receive supportive services](#)

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**The Blossom Apts (Beaumont) – 47 PBV Units**

- [Qualified veterans](#)
- [Maximum Income Limit: See below for breakdown](#)
- [24 2BR/2BA at 30% AMI – section 8 site based waiting list](#)
- [23 3BR/2BA at 30% AMI – section 8 site based waiting list](#)
- [Live/Work in Riverside County](#)
- [Disabled or Elderly or receive supportive services](#)

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**The Monarch Apts (Palm Springs) – 39 PBV Units**

- [Qualified veterans](#)
- [Maximum Income Limit: See below for breakdown](#)
- [16 1BR/1BA at between 30-50% AMI – section 8 site based waiting list](#)

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- 12 2BR/2BA at ~~between 30-50%~~ AMI – section 8 site based waiting list
- 11 3BR/2BA at ~~between 30-50%~~ AMI – section 8 site based waiting list
- Live/Work in Riverside County
- Disabled or Elderly or receive supportive services

**Las Haciendas (Temecula) – 8 PBV Units**

- Qualified veterans
- Maximum Income Limit: See below for breakdown
- 5 1BR/1BA at 30% AMI – section 8 site based waiting list
- 3 2BR/1BA at 30% AMI – section 8 site based waiting list
- Live/Work in Riverside County
- Disabled or Elderly or receive supportive services

**Vista Sunrise Apts (Palm Springs) – 35 PBV Units**

- Qualified veterans
- Maximum Income Limit: See below for breakdown
- 25 Studio/1BA at ~~between 30-40%~~ AMI – section 8 site based waiting list
- 3 Studio/1BA at 40% AMI – section 8 site based waiting list

- 1 1BR/1BA at 40% AMI – section 8 site based waiting list
- 19 Studio/1BA at 30% AMI – referred by Behavioral Health
- 10 1BR/1BA at 30% AMI – referred by Behavioral Health
- Live/Work in Riverside County
- Disabled or Elderly or receive supportive services

**Vista de La Sierra (Riverside) – 47 PBV Units**

- Qualified veterans
- Maximum Income Limit: See below for breakdown
- 3 1BR/1BA at 30% AMI – section 8 site based waiting list
- 3 2BR/1BA at 30% AMI – section 8 site based waiting list
- 3 3BR/2BA at 30% AMI – section 8 site based waiting list
- 30 1BR/1BA at 30% AMI – referred by Behavioral Health
- 5 2BR/1BA at 30% AMI – referred by Behavioral Health
- 4 3BR/1BA at 30% AMI – referred by Behavioral Health
- Live/Work in Riverside County
- Disabled or Elderly or receive supportive services

**Rancho las Bolsa (Temecula) – 26 PBV Units**

- Qualified veterans
- Maximum Income Limit: See below for breakdown
- 13 1BR/1BA at 30% AMI – section 8 site based waiting list
- 6 2BR/1BA at 30% AMI – section 8 site based waiting list
- 7 3BR/1BA at 30% AMI – section 8 site based waiting list
- Live/Work in Riverside County

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- Disabled or Elderly or receive supportive services

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**Entrada (Riverside) – 16 PBV Units**

- Qualified veterans
- Maximum Income Limit: See below for breakdown
- 58 1BR/1BA at ~~between~~ 30–50% AMI – section 8 site based waiting list
- 3 1BR/1BA at 50% AMI – section 8 site based waiting list
  
- 5 2BR/2BA at 30% AMI – section 8 site based waiting list
- 3 3BR/3BA at 30% AMI – section 8 site based waiting list
- Live/Work in Riverside County
- Disabled or Elderly or receive supportive services

**Vista Dorada (Corona) – 52 PBV Units**

- Qualified veterans
- Maximum Income Limit: See below for breakdown
- 17 Studio/1BA at 30% AMI – referred by Behavioral Health
- 35 1BR/1BA at 30% AMI – referred by Behavioral Health
- Live/Work in Riverside County
- Disabled or Elderly or receive supportive services

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**Aspire (Riverside) – 32 PBV Units**

- Qualified veterans
- Maximum Income Limit: See below for breakdown
- 32 1BR/1BA at 20% AMI – referred by Behavioral Health
- Live/Work in Riverside County
- Disabled or Elderly or receive supportive services

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**Current Waiting Lists maintained by the Veterans Affairs Loma Linda Medical Center:**

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**March Veterans Village (March Air Reserve Base) – 75 PBV Units**

- Qualified veterans
- Maximum Income Limit: See below for breakdown
  - 75 Studio/1BA at 50% AMI – VA referralsreferrals
- ~~Maximum Income Limit: 50% of the Area Median Income~~
- Must be eligible for the Veterans Affairs and Supportive Housing Program

**Liberty Village Apts aka Illinois Avenue Apts. (City of Beaumont) – 21 PBV Units**

- Qualified veterans
- Maximum Income Limit: See below for breakdown

- 17 1BR/1BA at 50% AMI – VA referrals
- 4 2BR/1BA at 50% AMI – VA referrals
- Maximum Income Limit: 50% of the Area Median Income
- Must be eligible for the Veterans Affairs and Supportive Housing Program

**Mission Heritage (City of Riverside) – 25 PBV Units**

- Qualified veterans
- Maximum Income Limit: See below for breakdown
  - 1425 1BR/1BA at 30-50% AMI – VA referrals
  - 2 1BR/1BA at 45% AMI – VA referrals
  - 9 1BR/1BA at 50% AMI – VA referrals
- Maximum Income Limit: 30% - 50% of the Area Median Income
- Must be eligible for the Veterans Affairs and Supportive Housing Program

**Veterans Village (Cathedral City) – 53 PBV Units**

- Qualified veterans
- Maximum Income Limit: See below for breakdown
  - 3041 1BR/1BA at 30-40% AMI – VA referrals
  - 11 1BR/1BA at 40% AMI – VA referrals
  - 412 2BR/2BA at 30-40% AMI – VA referrals
  - 8 2BR/2BA at 40% AMI – VA referrals
- Must be eligible for the Veterans Affairs and Supportive Housing Program

**Oasis Senior Apts (Riverside) – 19 PBV Units**

- Qualified veterans (55+)
- Maximum Income Limit: See below for breakdown
  - 19 1BR/1BA at 30% AMI – VA referrals
- Must be eligible for the Veterans Affairs and Supportive Housing Program
- 

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**21.8.2 Protection of In-Place Families**

Families who reside in units selected to receive PBV assistance on the proposal selection date and who are also eligible in accordance with Chapter 2 of this Plan, will be given the opportunity to place their name on the appropriate PBV site-based waiting list. An absolute preference will be given to that family to be selected from the waiting list. If the family is then determined fully eligible for the PBV program under all Housing Authority eligibility criteria, the family will then be referred to the owner for an appropriately-sized unit in the project.

**21.8.3 Refusal of Assistance**

If a family refuses an offer of PBV assistance or the owner rejects a family for admission to the

owner's PBV units, the Housing Authority may remove the family from the site-based waiting list from which they were selected. Such refusal will not affect the family's position on the tenant-based waiting list or any other PBV site-based waiting list, nor affect any admissions preference for which the family qualifies.

**21.9 INFORMATION FOR ACCEPTED FAMILIES (24 CFR 983.252)**

When a family accepts an offer of PBV assistance, the Housing Authority will provide the family an oral briefing. Attendance at this briefing is mandatory. The briefing will include:

- A description of how the program works;
- Family and owner responsibilities.

A briefing packet will be provided with information regarding:

- How the Housing Authority determines total tenant payment;
- Family obligations; and
- Applicable fair housing information.

**21.10 LEASING OF CONTRACT UNITS (24 CFR 983.253)**

Owners must lease contract units only to eligible families, selected and referred by the Housing Authority from the waiting list, during the term of the HAP contract. Owners must develop written tenant selection procedures consistent with the purpose of improving housing opportunities for extremely low and very low-income families, related to program eligibility and an applicant's ability to perform lease obligations. An owner must promptly notify, in writing, any rejected applicant of the grounds for rejection. Owners must follow the Housing Authority's subsidy standards when leasing units to referred families.

**21.11 VACANCIES (24 CFR 983.254)**

The owner must promptly notify the Housing Authority of any current or expected vacancy in a contract unit. After owner notice, the Housing Authority will promptly refer a sufficient number of families to the owner to fill the vacancy. If any contract unit has been vacant for at least 120 days since the owner notice of vacancy, the Housing Authority may give notice to the owner amending the HAP contract to reduce the number of contract units by the number of units that have been vacant for that period.

**21.12 TENANT SCREENING (24 CFR 983.255)**

The Housing Authority may take into consideration any admission criteria outlined in Chapter 2 of this Plan in order to screen applicants for eligibility; however, it is the responsibility of the owner to screen applicants for behavior and suitability for tenancy. The Housing Authority will provide the owner with the tenant's current and former address, as well as the name and address of the current and/or former landlord, if known. This policy is consistent with information provided to owners under the Housing Choice Voucher program.

**21.13 HOUSING ASSISTANCE PAYMENTS CONTRACT**

The Housing Authority must enter into a Housing Assistance Payments (HAP) contract with the owner in order to provide housing assistance payments for eligible families. The Housing Authority will make housing assistance payments to the owner in accordance with the HAP contract, for contract units leased and occupied by eligible families during the term of the HAP contract. The Housing Authority will use the most recent HUD-approved form of the HAP

contract.

**21.13.1 Execution of the HAP Contract (24 CFR 983.204, 24 CFR 983.209)**

Before the HAP contract may be executed, the Housing Authority will inspect each contract unit in accordance with 24 CFR 983.103 (b), section 21.14 of this chapter and Chapter 10 of this Plan (Housing Quality Standards and Inspections). For existing housing, the HAP contract must be executed promptly after selection of the owner proposal and inspection. For new construction or rehabilitated housing, the HAP contract is executed after the Housing Authority has inspected the completed units and is satisfied that said units are completed in accordance with the AHAP and the owner has furnished the required evidence of completion. By execution of the HAP contract, the owner certifies:

- The owner ~~is and~~ will maintain all contract units in accordance with HQS and/or NSPIRE;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and in the leases with assisted families;
- Each contract unit is leased to an eligible family and the lease complies with the HAP contract and HUD requirements;
- Members of the assisted family reside in the contract unit and it is their only residence;
- The owner, property management personnel and maintenance personnel, are not a relative of any member of the assisted family by blood or operation of law;
- The amount of the housing assistance payment is the correct amount due under the HAP contract;
- The rent to owner for each contract unit does not exceed the rent due to owner for any comparable, unassisted unit;
- The owner will not receive any other payments beyond the tenant rent and housing assistance payments for the contract unit; and
- The family does not own or have any interest in the contract unit.

**21.13.2 Term of the HAP Contract (24 CFR 983.205)**

The Housing Authority may enter into a HAP contract with an owner for an initial term of not less than one year and not more than twenty years for each contract unit. The Housing Authority and owner may agree at any time, including during the initial contract term, to extend the term of the HAP contract for up to twenty years at each contract expiration date.

The HAP contract may be terminated by the Housing Authority for insufficient funds. If it is determined there are insufficient funds available to continue to assist all contract units for the full term, the Housing Authority may give notice to the owner for all or any of the contract units, in accordance with HUD instructions.

**21.13.3 Amendments to the HAP Contract (24 CFR 983.207)**

**Amendment to Substitute Contract Units** – The Housing Authority may amend the HAP contract to substitute a different unit with the same number of bedrooms in the same building for the previously assisted unit. Prior to the substitution, the Housing Authority will inspect the proposed substitution unit and determine reasonable rent.

**Amendment to Add Contract Units** – At the discretion of the Housing Authority and provided the number of PBV-assisted units in a project will not exceed the 25% cap or the 20% Budget

Authority, a HAP contract may be amended during the three-year period immediately following the execution date of the HAP contract to add additional PBV units to a building. The anniversary and expiration date for the added units will be the same as for the existing units under the HAP contract.

#### **21.14 INSPECTIONS (24 CFR 983.103)**

HQS and/or NSPIRE inspections will be conducted in accordance with Chapter 10 of this Plan (Housing Quality Standards and Inspections). The Housing Authority may not perform inspections on units where there is a direct or indirect interest by any of its employees or officers. The Housing Authority will inspect PBV units at the following times:

1. Pre-selection – the Housing Authority will inspect the proposed site before the proposal selection date. For existing units, units must substantially comply with HQS and/or NSPIRE before the proposal selection date. Units must fully comply before the HAP contract may be executed;
2. Pre-HAP contract;
3. Turnover – the Housing Authority must inspect a unit before a new family moves in. The unit must fully comply with HQS and/or NSPIRE before a family may receive assistance in that unit;
4. Annual – The Housing Authority will conduct inspections on a random sample of at least 20% of contract units in a building annually. Turnover inspections are not counted toward annual inspections. If more than 20% of the annual sample fails the HQS and/or NSPIRE inspections, 100% of the contract units in the building must be inspected.
5. Other times – the Housing Authority will inspect PBV units at other times as necessary to insure the contract units are in compliance with HQS and/or NSPIRE and that the owner is providing utilities, maintenance and other services in accordance with the HAP contract.

6. Alternative Inspection Provision: This applies to new construction and acquisition rehabilitation projects that have received a Temporary Certificate of Occupancy from the local building department. If units pass HQS and/or NSPIRE inspections tenants will be allowed to occupy the unit at the project. Under this provision, HAP is not paid to the owner until the project has received Final Certificate of Occupancy (CofO) from the local building department. The Housing Authority then makes assistance payments retroactively, dating back to the effective date of the HAP contract and assisted lease term, once the project has received CofO and has been inspected and found to meet HQS and/or NSPIRE standards.

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#### **Inspecting Housing Authority-Owned Units [24 CFR 983.103(f)]**

In the case of Housing Authority-owned units, the inspections required under 24 CFR 983.103 must be performed by an independent agency designated in accordance with 24 CFR 983.59, rather than by the Housing Authority and approved by HUD. The independent entity must furnish a copy of each inspection report to the Housing Authority and to the HUD field office where the project is located. The Housing Authority must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the Housing Authority-owner.

#### **21.14.1 HQS and/or NSPIRE Violation (24 CFR 983.208)**

The Housing Authority may make no HAP payments to the owner during any period in which the contract unit does not comply with HQS and/or NSPIRE or any other HAP contract requirement.

Remedies for HQS and/or NSPIRE violation include abatement or reduction in HAP payments, reduction of contract units, and termination of the HAP contract.

### **21.15 LEASE**

**(24 CFR 983.256)**

Owners must use the same lease for contract units as for unassisted units, with the lease being in accordance with state law. The lease must include the HUD tenancy addendum. All provisions in the tenancy addendum must be included in the lease. Provisions in the addendum shall prevail over provisions in the lease. The initial term of the lease must be for at least one year. The lease must specify:

- Names of the owner and tenant;
- Identifying information of the unit rented;
- Term of the lease and any provision for renewal;
- The amount of tenant rent to owner;
- Specification of services, maintenance, equipment, and utilities to be provided by the owner;
- The amount of any charges for food, furniture, or supportive services.

#### **21.15.1 Changes in the Lease**

If the tenant and owner agree to any changes in the lease, the change must be in writing and must be submitted to the Housing Authority immediately. The owner must notify the Housing Authority in advance of any proposed change in the lease regarding responsibility for utilities. Such changes may only be made with written approval of the Housing Authority and in accordance with the terms of the lease relating to the amendment. If the Housing Authority approves a change in responsibilities for utilities, rent reasonableness must then be re-determined in accordance with 24 CFR 983.303 (c). The rent to owner will be recalculated from the effective date of the change [24 CFR 983.256 (e).

#### **21.15.2 Absence from the Unit**

The Housing Authority's absence policies found in Chapter 6 of this Plan (Eligibility Factors) will apply to the PBV program. The lease may specify a maximum period of family absence from the unit that is shorter than that specified by the Housing Authority.

#### **21.15.3 Owner Termination of Tenancy and Eviction**

Grounds for owner termination and eviction reflect the policies outlined in Chapter 14 of this Plan (Contract Terminations), except that an owner may not terminate tenancy after the initial term of the lease for business or economic reasons, or to repossess the unit for personal, family, or nonresidential use. If an owner refuses to renew the lease without good cause, the family will be issued a tenant-based voucher and the unit will be removed from the HAP contract.

AB 1482 exempts certain types of affordable housing from its protections regarding evictions for "just cause". The law describes the exempted housing in California Civil Code 1946.2(e)(9) as:

*Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code*

or comparable federal statutes.

The second part of the provision refers to housing “*subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.*” This language, particularly the words “*housing subsidies for affordable housing,*” more closely mirrors the structure of the Project-Based Voucher (“PBV”) programs. These programs involve agreements which provide funds to housing providers to rent specific apartments and other housing units at affordable rates, but do not require deed restrictions or other recorded documents.

#### **21.15.4 Security Deposits (24 CFR 983.259)**

The owner may collect a security deposit from the tenant. The amount may not exceed that allowed by state and local law or that charged to unassisted units in the same building.

When the tenant moves out, the owner may use the amount of the deposit, in accordance with the lease and state and local law, as reimbursement for any unpaid tenant rent, damage to the unit, or any other amount the tenant owes under the lease. The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item within 21 days from the date the tenant moved out of the unit. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant. If the balance is not sufficient to cover amounts the tenant may owe under the lease, the owner may seek to collect the balance from the tenant. The Housing Authority has no liability or responsibility for payment of any amount owed by the family to the owner.

#### **21.16 FAMILY OCCUPANCY OF WRONG-SIZE OR ACCESSIBLE UNIT (24 CFR 983.260)**

If the Housing Authority determines that a family is occupying:

- 1) the wrong-size unit, or
- 2) a unit with accessibility features the family does not require, and is needed by a family that requires the accessibility features,

The Housing Authority will offer the family continued assistance in another unit when an appropriate sized unit becomes available and will notify the family and owner immediately of its offer of continued assistance and determination. The Housing Authority may offer continued assistance either in another PBV unit or a tenant-based voucher if a tenant based voucher is available). If the family is given a tenant-based voucher, policies under the Housing Choice Voucher program regarding voucher issuance and expiration will apply. If a family fails to lease a unit with the tenant-based voucher, assistance will be terminated upon expiration of the voucher (and any subsequent extensions granted by the Housing Authority).

Upon determination that the family is occupying a wrong-size unit or a unit with accessibility features not required by the family and continued assistance is offered in the form of a project-based voucher, the family will have thirty (30) days in which to move to another unit. If the family fails to move or refuses the offer of continued assistance in another unit, assistance to the family will be terminated.

#### **21.17 DETERMINING RENT TO OWNER (24 CFR 983.301)**

The amount of estimated rent to owner must be included in the Agreement for rehabilitated or newly constructed housing. The actual rent to owner must be determined at the beginning of the HAP contract term for all types of housing. The amount of rent to owner is re-determined at the

owner's request for a rent increase and when there is a 10% or greater decrease in the published FMR. For projects seeking to use the California Utility Allowance Calculator (CUAC), you must first receive authorization from the California Tax Credit Allocation Committee (CTCAC) and then request a waiver from the Housing and Urban Development (HUD) to use the CUAC. Except for certain tax credit units specified below, the amount of rent to owner must not exceed the lowest of:

- An amount determined by the PHA that does not exceed 110% of the FMR (or any exception payment standard approved by HUD), minus the utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

#### **21.17.1 Housing Authority Officer or Employee Owned Units**

For any units in which any officer or employee has a direct or indirect interest, the initial determination of rent to owner and the annual redetermination of rent to owner will be made by an independent entity, approved by HUD.

#### **21.17.2 Redetermination of Rent to Owner (24 CFR 983.302)**

The Housing Authority will only re-determine rent to the owner when the owner requests an increase at the annual anniversary of the HAP contract or when there is at least a 5% decrease in the published FMR. Notice of rent increase and other limitations on rent adjustments must conform to the above stated policies and Chapter 11 of this Plan (Owner Rents, Rent Reasonableness and Payment Standards). If there is a decrease in rent due to a 5% or greater decrease in the published FMR, the rent to owner must be decreased, whether or not the owner requested a rent adjustment. The notice of rent adjustment from the Housing Authority constitutes an amendment of rent to owner specified in the HAP contract. Rent reasonableness will be determined by a HUD-approved, independent entity for units owned by the Housing Authority. The entity will provide a copy of the determination to the Housing Authority and the HUD Los Angeles field office.

#### **21.17.3 Rent Determination for Projects with Other Subsidies (24 CFR 983.304)**

Rents may not exceed rent limits as established by the applicable federal program for units subsidized under the following programs:

- ~~1. HOME;~~
- ~~2.1~~ Insured or non-insured Section 236 project;
- ~~3.2~~ Formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- ~~4.3~~ Section 221(d)(3) below market interest rate (BMIR) project;
- ~~5.4~~ Section 515 project of the Rural Housing Service;
- ~~6.5~~ Any other type of federally subsidized project specified by HUD.

The Housing Authority may set reasonable rents up to 110 percent of the HUD Market Rent in projects receiving Low-Income Housing Tax Credits (LIHTC), even if the rent level exceeds the maximum rent under the LIHTC program. The Housing Authority may, at its discretion include provisions in the HAP contract to reduce the initial amount of rent to the owner because of other governmental subsidies.

#### **21.17.4 Rent Control and Other Rent Limitations (24 CFR 983.305)**

Rent control and other rent limitations under local, state or federal law will apply.



AB 1482 exempts certain types of affordable housing from its protections regarding rent increases. The law describes the exempted housing in California Civil Code 1947.12(d)(1) as:

*Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.*

The second part of the provision refers to housing “*subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.*” This language, particularly the words “*housing subsidies for affordable housing,*” more closely mirrors the structure of the Project-Based Voucher (“PBV”) programs. These programs involve agreements which provide funds to housing providers to rent specific apartments and other housing units at affordable rates, but do not require deed restrictions or other recorded documents.

#### **21.18 PAYMENT TO OWNER (24 CFR 983.351)**

The Housing Authority will make HAP payments to the owner in accordance with the HAP contract for the months in which the contracted unit is leased to and occupied by an eligible family. Except for discretionary vacancy payments described in section 21.18.1 of this chapter, the Housing Authority will not make any payments for any month after the month in which the family moves out of the unit. In order to continue receiving HAP payments, the owner must comply with all provisions of the HAP contract, including HQS and/or NSPIRE.

##### **21.18.1 Vacancy Payments (24 CFR 983.352)**

If a family moves out of a contract unit, the owner may keep the payment for the full calendar month in which the family moves out. The owner may not keep the payment if the Housing Authority determines that the vacancy is the owner’s fault.

##### **21.18.2 Other Charges and Fees (24 CFR 983.354)**

The owner may not require the family to pay charges for any meals or supportive services unless the project is an assisted living development, in which case owners may charge tenants, family members, or both for meals and supportive services. These charges may not be included in the rent to owner and may not be used to calculate rent reasonableness. Nonpayment of such charges is grounds for termination under the lease only in an assisted living development. The owner may not charge tenants or family members extra amounts for items customarily included in the rent in Riverside County, or provided at no additional cost for unsubsidized tenants on the premises.

## CHAPTER 22

### EMERGENCY HOUSING VOUCHERS (EHVs)

#### 22.1 INTRODUCTION

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARP) (P.L. 117-2). Section 3202 of the ARP appropriated \$5 billion for the creation, administration, and renewal of new incremental emergency housing vouchers (EHVs) and other eligible expenses related to COVID-19.

On May 5, 2021, HUD issued Notice PIH 2021-15, which described HUD's process for allocating approximately 70,000 EHVs to eligible PHAs and set forth the operating requirements for PHAs who administer them. Based on criteria outlined in the notice, HUD notified eligible PHAs of the number of EHVs allocated to their agency, and PHAs were able to accept or decline the invitation to participate in the program.

PHAs may not project-base EHVs; EHVs are exclusively tenant-based assistance.

All applicable nondiscrimination and equal opportunity requirements apply to the EHV program, including requirements that the PHA grant reasonable accommodations to persons with disabilities, effectively communicate with persons with disabilities, and ensure meaningful access for persons with limited English proficiency (LEP).

This chapter describes HUD regulations and HA's policies for administering EHVs. The policies outlined in this chapter are organized into ~~six~~<sup>six</sup>~~even~~<sup>even</sup>~~seven~~<sup>seven</sup> sections, as follows:

- Part I: Funding
- Part II: Partnering Agencies
- Part III: Waiting List Management
- Part IV: Family Eligibility
- Part V: Housing Search and Leasing
- Part VI: Use of Funds, Reporting, and Financial Records

Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to EHVs.

#### 22.2 PART I: FUNDING

##### 22.2 A. FUNDING OVERVIEW

The American Rescue Plan Act of 2021 (ARP) provides administrative fees and funding for the costs of administering emergency housing vouchers (EHVs) and other eligible expenses defined in Notice PIH 2021-15. These fees may only be used for EHV administration and other eligible expenses and must not be used for or applied to other HA programs or vouchers. The HA must maintain separate financial records from its regular HCV funding for all EHV funding.

### 22.2 B. Housing Assistance Payments (HAP) Funding

ARP funding obligated to the HA as housing assistance payments (HAP) funding may only be used for eligible EHV HAP expenses (i.e., rental assistance payments). EHV HAP funding may not be used for EHV administrative expenses or for the eligible uses under the EHV services fee.

The initial funding term ~~will expire~~ December 31, 2022. HUD will provide renewal funding to the HA for the EHV's on a calendar year (CY) basis commencing with CY 2023. The renewal funding allocation will be based on the PHA's actual EHV HAP costs in leasing, similar to the renewal process for the regular HCV program. EHV renewal funding is not part of the annual HCV renewal funding formula; EHV's are renewed separately from the regular HCV program. All renewal funding for the duration of the EHV program has been appropriated as part of the ARP funding.

### 22.2 C. Administrative Fee and Funding

The following four types of fees and funding are allocated as part of the EHV program:

- **Preliminary fees** support immediate start-up costs that the PHA will incur in implementing alternative requirements under EHV, such as outreach and coordination with partnering agencies:
  - \$400 per EHV allocated to the PHA, once the consolidated annual contributions contract (CACC) is amended.
  - This fee may be used for any eligible administrative expenses related to EHV's.
  - The fee may also be used to pay for any eligible activities under EHV service fees.
- **Placement fees/expedited issuance reporting fees** will support initial lease-up costs and the added cost and effort required to expedite leasing of EHV's:
  - \$100 for each EHV initially leased, if the PHA reports the voucher issuance date in Public Housing Information Center-Next Generation (PIC-NG) system within 14 days of voucher issuance or the date the system becomes available for reporting.
  - Placement fees:
    - \$500 for each EHV family placed under a HAP contract effective within four months of the effective date of the ACC funding increment; or
    - \$250 for each EHV family placed under a HAP contract effective after four months but less than six months after the effective date of the ACC funding increment.
    - HUD will determine placement fees in the event of multiple EHV allocations and funding increment effective dates.
    - Placement/expedited issuance fees only apply to the initial leasing of the voucher; they are not paid for family moves or to turnover vouchers.
- **Ongoing administrative fees**, which are calculated in the same way as the standard HCV program:
  - PHAs are allocated administrative fees using the full column A administrative fee amount for each EHV under contract as of the first day of each month.

- Ongoing EHV administrative fees may be subject to proration in future years, based on available EHV funding.
- **Services fees**, which are a one-time fee to support PHAs' efforts to implement and operate an effective EHV services program in its jurisdiction:
  - The fee is allocated once the HA's ACC is amended to reflect EHV funding.
  - The amount allocated is \$3,500 for each EHV allocated.

#### 22.2 D. SERVICE FEES

Services fee funding must be initially used for defined eligible uses and not for other administrative expenses of operating the EHV program. ~~Service fees fall into four categories~~ PHA will utilize service fees to assist with the following:

- ~~Housing search assistance~~
- ~~Security deposit/utility deposit/rental application/holding fee uses~~
- ~~Owner related uses~~
- ~~Other eligible uses such as moving expenses or tenant readiness services~~

- **Housing search assistance:**

- **Security deposits, utility deposits & arrears, holding fees, application fees:**

- **EHV Voucher service fees are also used by PHA to cover participants application fees, security deposits, utility deposits, and utility arrears up to \$500.**

- **The fees are paid directly to the landlord or utility company by PHA**

- **Landlord recruitment, incentives and retention payments: A landlord who executes a contract with Riverside PHA on behalf of an EHV household will receive a \$2,500 lease signing bonus.**

- **In addition: \$500 for up to 5 units if a landlord is new to the Section 8 program, or a landlord who has not participated in the last 12 months**

- **Moving expenses:**

- **Tenant readiness services:**

- **Essential household items; up to \$3,000 per household**

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The eligible uses for service fees may include the following (Said services will be provided by Riverside County's Continuum of Care and its partnering agencies.)

**Housing search assistance** which may include activities such as, but not limited to, helping a family identify and visit potentially available units during their housing search, helping to find a unit that meets the household's disability-related needs, providing transportation and directions, assisting with the completion of rental applications and HA forms, and helping to expedite the EHV leasing process for the family.

**Application fees/non-refundable administrative or processing fees/refundable application deposit assistance.** The HA may choose to assist the family with some or all these expenses.

**Security deposit assistance.** The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. The HA will pay the security deposit assistance directly to the owner.

**Utility deposit assistance/utility arrears.** The HA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The HA will pay the utility deposit assistance directly to the utility company. The HA will require the utility supplier or family to return the utility deposit assistance to the HA at such time the deposit is returned by the utility supplier (less any amounts retained by the utility supplier). In addition, some families may have large balances with gas, electric, water, sewer, or trash companies that will make it difficult if not impossible to establish services for tenant-supplied utilities. The HA may also provide the family with assistance to help address these utility arrears to facilitate leasing. Utility deposit assistance returned to the HA will be used for either services fee eligible uses or other EHV administrative costs, as required by HUD.

**22.2 E. Owner recruitment and outreach for EHV's.** The HA may use the service fee funding to conduct owner recruitment and outreach specifically for EHV's. In addition to traditional owner recruitment and outreach, activities may include conducting pre-inspections or otherwise expediting the inspection process, providing enhanced customer service, and offering owner incentive and/or retention payments.

**22.2 F. Owner incentive and/or retention payments.** The HA may make incentive or retention payments to owners that agree to initially lease their unit to an EHV family and/or renew the lease of an EHV family. Payments will be made as a single payment at the beginning of the assisted lease term (or lease renewal if a retention payment). Owner incentive and retentions payments are not housing assistance payments, are not part of the rent to owner, and are not taken into consideration when determining whether the rent for the unit is reasonable.

**22.2 G. Moving expenses (including move-in fees and deposits).** The HA may provide assistance for some or all of the family's reasonable moving expenses when they initially lease a unit with the EHV. The HA will not provide moving expenses assistance for subsequent moves unless the family is required to move for reasons other than something the family did or failed to do (e.g., the HA is terminating the HAP contract because the owner did not fulfill the owner responsibilities under the HAP contract or the owner is

refusing to offer the family the opportunity to enter a new lease after the initial lease term, as opposed to the family choosing to terminate the tenancy in order to move to another unit), or a family has to move due to domestic violence, dating violence, sexual assault, or stalking.

**22.2 H. Tenant-readiness services.** The HA may use services fee funding to help create a customized plan to address or mitigate barriers that individual families may face in renting a unit with an EHV, such as negative credit, lack of credit, negative rental or utility history, or to connect the family to other community resources (including COVID-related resources) that can assist with rental arrears.

**22.2 I. Essential household items.** The HA may use services fee funding to assist the family with some or all of the costs of acquiring essential household items such as tableware, cooking equipment, beds or bedding, and essential sanitary products, such as soap and toiletries.

**22.2 J. Renter's insurance if required by the lease.** The HA may choose to assist the family with some or all of this cost, but only in cases where the purchase of renter's insurance is a condition of the lease. Any services fee assistance that is returned to the HA after its initial or subsequent use may only be applied to the eligible services fee uses defined in Notice PIH 2021-15 (or subsequent notice) or other EHV administrative costs. Any amounts not expended for these eligible uses when the HA's EHV program ends must be remitted to HUD.

## **22.3 PART II: PARTNERING AGENCIES**

### **22.3. A. CONTINUUM OF CARE (CoC)**

PHAs that accept an allocation of EHV are required to enter into a Memorandum of Understanding (MOU) with the Continuum of Care (CoC) to establish a partnership for the administration of EHV.

The HA has entered into an MOU with Riverside County's Continuum of Care effective July 29, 2021.

### **22.3 B. OTHER PARTNERING ORGANIZATIONS**

The PHA may, but is not required to, partner with other organizations trusted by persons experiencing homelessness, such as victim services providers (VSPs) and other community partners. If the PHA chooses to partner with such agencies, the PHA must either enter into an MOU with the partnering agency or the partnering agency may be added to the MOU between the PHA and CoC.

The HA may partner with the member agencies of Riverside County's Continuum of Care; a consortium of organizations dedicated to service provision to those experiencing homelessness in Riverside County. Such organizations include Victim Service Providers, City/County government, mental health agencies, hospitals, public housing authorities and persons formerly experiencing homelessness.

### **22.3 C. REFERRALS**

#### **Riverside County CoC Agency Referrals**

The primary responsibility of the Riverside County CoC under the MOU with the HA is to make direct referrals of qualifying individuals and families to the HA. The HA must generally

refer a family that is seeking EHV assistance directly from the HA to Riverside County's CoC for initial intake, assessment, and possible referral for EHV assistance. Riverside County's CoCs are responsible for determining whether the family qualifies under one of the four eligibility categories for EHV. Riverside County's CoC must provide supporting documentation to the HA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance.

Riverside County's CoC must establish and implement a system to identify EHV-eligible individuals and families within the agency's caseload and make referrals to the HA. Riverside County's CoC agency must certify that the EHV applicants they refer to the HA meet at least one of the four EHV eligibility criteria. The HA will maintain a copy of the referral or certification from Riverside County's CoC agency in the participant's file along with other eligibility paperwork. As part of the MOU, the HA and Riverside County's CoC agency will identify staff positions to serve as lead EHV liaisons. These positions will be responsible for transmission and acceptance of referrals. Riverside County's CoC or partnering agency must commit sufficient staff and resources to ensure eligible individuals and families are identified and determined eligible in a timely manner. Riverside County's CoC through the Coordinated Entry System (CES), Home Connect will be responsible for transmitting referrals. For HA, the Special Programs team will be responsible for receiving referral from the CES, Home Connect.

## **22.4 PART III: WAITING LIST MANAGEMENT**

### **22.4 A. HCV WAITING LIST**

The regulation that requires the HA to admit applicants as waiting list admissions or special admissions in accordance with admission policies in Chapter 3 does not apply to HA's operation of the EHV program. Direct referrals are added to the HA's HCV waiting list. The HA must inform families on the HCV waiting list of the availability of EHV, at a minimum, either by posting the information to their website or providing public notice in their respective communities in accordance with the requirements listed in Notice PIH 2021-15. The HA will post information about the EHV program for families on the HA's HCV waiting list on their website. The notice will:

- Describe the eligible populations to which EHV are limited
- Clearly state that the availability of these EHV is managed through a direct referral process
- Advise the family to contact Riverside County's CoC, CES HomeConnect if the family believes they may be eligible for EHV assistance.

The HA will ensure effective communication with persons with disabilities, including those with vision, hearing, and other communication-related disabilities. The HA will also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP).

### **22.4 B. EHV WAITING LIST**

The HCV regulations requiring the HA to operate a single waiting list for admission to the HCV program do not apply to PHAs operating the EHV program. However, when the number of applicants referred by Riverside County's CoC or partnering agency exceeds the EHV available, the HA must maintain a separate waiting list for EHV referrals, both at initial leasing and for any turnover vouchers that may be issued prior to September 30, 2023. Further, the EHV waiting list is not subject to PHA policies in Chapter 3 regarding opening and closing the

HCV waiting list. The HA will work directly with Riverside County's CoC to manage the number of referrals and the size of the EHV waiting list.

#### 22.4 C. PREFERENCES

No local preferences have been established for the EHV waiting list.

#### 22.5 PART IV: FAMILY ELIGIBILITY

##### 22.5 A. OVERVIEW

Riverside County's CoC agency determines whether the individual or family meets any one of the four eligibility criteria described in Notice PIH 2021-15 and then refers the family to the HA. The HA determines that the family meets other eligibility criteria for the HCV program, as modified for the EHV program and outlined below.

##### 22.5 B. REFERRING AGENCY DETERMINATION OF ELIGIBILITY

In order to be eligible for an EHV, an individual or family must meet one of four eligibility criteria:

- ~~criteria:~~ Homeless as defined in 24 CFR 578.3;
- At risk of homelessness as defined in 24 CFR 578.3;
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking (as defined in Notice PIH 2021-15), or human trafficking (as defined in 22 U.S.C. Section 7102); or
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability as determined by the CoC or its designee in accordance with the definition in Notice PIH 2021-15. As applicable, Riverside County's CoC agency must provide documentation to the HA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance. The HA must retain this documentation as part of the family's file.

##### 22.5 C. PHA SCREENING

###### Overview

HUD waived 24 CFR 982.552 and 982.553 in part for the EHV applicants and established alternative requirements for mandatory and permissive prohibitions of admissions. Except where applicable, PHA policies regarding denials in Chapter 15 of this policy do not apply to screening individuals and families for eligibility for an EHV. Instead, the EHV alternative requirement listed in this section will apply to all EHV applicants.

The mandatory and permissive prohibitions listed in Notice PIH 2021-15 and in this chapter, however, apply only when screening the individual or family for eligibility for an EHV. When adding a family member after the family has been placed under a HAP contract with EHV assistance, the regulations at 24 CFR 982.551(h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular HCV screening criteria in Chapter 2 in doing so.

###### Mandatory Denials

Under alternative requirements for the EHV program, mandatory denials for EHV applicants

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include: 24 CFR 982.553(a)(1)(ii)(C), which prohibits admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.  
24 CFR 982.553(a)(2)(i), which prohibits admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

The PHA must deny admission to the program if any member of the family fails to sign and submit consent forms for obtaining information as required by 24 CFR 982.552(b)(3) but should notify the family of the limited EHV grounds for denial of admission first.

#### **HA Policy**

While the HA will deny admission to the program if any adult member (or head of household or spouse, regardless of age) fails to sign and submit consent forms, the HA will first notify the family of the limited EHV grounds for denial of admission as part of the notice of denial that will be mailed to the family.

#### **Permissive Denial**

Notice PIH 2021-15 lists permissive prohibitions for which the PHA may, but is not required to, deny admission to EHV families. The notice also lists prohibitions that, while allowable under the HCV program, may not be used to deny assistance for EHV families- must first consult with its CoC partner to understand the impact that the proposed prohibitions may have on referrals and must take the CoC's recommendations into [consideration](#).

~~If the PHA intends to establish permissive prohibition policies for EHV applicants, the PHA must first consult with its CoC partner to understand the impact that the proposed prohibitions may have on referrals and must take the FMCoc's recommendations into consideration.~~

#### **HA Policy**

~~HAHA will not adopt any permissive prohibitions for the EHV program.~~ In compliance with PIH 2021-15, the HA ~~also~~ **will not** deny an EHV applicant admission regardless of whether:

- Any member of the family has been evicted from federally assisted housing in the last five years;
- A PHA has ever terminated assistance under the program for any member of the family;
- The family currently owes rent or other amounts to the HA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease; The family breached an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA;
- The family would otherwise be prohibited admission under alcohol abuse standards established by the HA in accordance with 24 CFR 982.553(a)(3);
- The HA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.

#### **22.5 D. INCOME VERIFICATION AT ADMISSION**

### **Self-Certification at Admission**

The requirement to obtain third-party verification of income in accordance with Notice PIH 2018-18 does not apply to the EHV program applicants at admission, and alternatively, PHAs may consider self-certification the highest form of income verification at admission. As such, HA's policies related to the verification of income in Chapter 7.3.1 does not apply to EHV families at admission. Instead, applicants must submit an affidavit attesting to their reported income, assets, expenses, and other factors that would affect an income eligibility determination. Additionally, applicants may provide third-party documentation that represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the HA's request.

### **HA Policy**

Any documents used for verification must be the original or authentic (not photocopies) and dated within the 60-day period prior to admission. The documents must not be damaged, altered, or in any way illegible. Printouts from webpages are considered original documents. Any family self-certifications must be made in a format acceptable to the HA and must be signed by the family member whose information or status is being verified. The HA will incorporate additional procedures to remind families of the obligation to provide true and complete information in accordance with Chapter 15. The HA will address any material discrepancies (i.e., unreported income or a substantial difference in reported income) that may arise later. The HA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 17. If the family fails to repay the excess subsidy, the HA will terminate the family's assistance in accordance with the policies in Chapter 15.

### **Recently Conducted Income Determinations**

PHAs may accept income calculations and verifications from third-party providers or from an examination that the PHA conducted on behalf of the family for another subsidized housing program in lieu of conducting an initial examination of income as long as:

- The income was calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months; and
- The family certifies there has been no change in income or family composition in the interim.

### **HA Policy**

The HA will accept income calculations and verifications from third-party providers provided they meet the criteria outlined above. The family certification must be made in a format acceptable to the HA and must be signed by all adult family members whose information or status is being verified. At the time of the family's annual reexamination the HA must conduct the annual reexamination of income as outlined at 24 CFR 982.516 and PHA policies in Chapter 12.

### **EIV Income Validation**

Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the PHA must:  
the PHA must:

- Review the EIV Income and Income Validation Tool (IVT) reports to confirm and validate family-reported income within 90 days of the PIC submission date;
- Print and maintain copies of the EIV Income and IVT Reports in the tenant file; and

- Resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

Prior to admission, PHAs must continue to use HUD's EIV system to search for all household members using the Existing Tenant Search.

If a PHA later determines that an ineligible family received assistance, the PHA must take ~~steps~~ [steps](#) to terminate that family from the program in accordance with Chapter 15.

#### **22.5 5.E. SOCIAL SECURITY NUMBER AND CITIZENSHIP STATUS VERIFICATION**

For the EHV program, the PHA is not required to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program. Instead, PHAs may adopt policies to admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the PHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation. If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

##### **HA Policy**

The HA will admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. These individuals must provide the required documentation in accordance with policies in Chapter 7 within 180 days of admission. The HA may provide an additional 60-day extension based on evidence from the family or confirmation from the CoC agency that the family has made a good-faith effort to obtain the documentation. If the HA determines that an ineligible family received assistance, the HA will take steps to terminate that family from the program in accordance with policies in ~~made a good-faith effort to obtain the documentation.~~ [made a good-faith effort to obtain the documentation.](#) Chapter 15.

#### **22.5 5.F. AGE AND DISABILITY VERIFICATION**

PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the PHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV. If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

##### **HA Policy**

The HA will accept self-certification of date of birth and disability status if a higher form of verification is not immediately available. The certification must be made in a format acceptable to the HA and must be signed by the family member whose information or status is being verified. If self-certification is accepted, within 90 days of admission, the HA will verify the information in EIV or through other third-party verification if the information is not available in EIV. The HA will note the family's file that self-certification was used as initial verification and include an EIV printout or other third-party verification confirming the applicant's date of birth

and/or disability status. If the HA determines that an ineligible family received assistance, the HA will take steps to terminate that family from the program in accordance with policies in Chapter 15.

#### **22.5 5.G. INCOME TARGETING**

The PHA must determine income eligibility for EHV families in accordance with 24 CFR 982.201 and PHA policy in Chapter 3; however, income targeting requirements do not apply for EHV families. The PHA may still choose to include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

##### **HA Policy**

The HA will not include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted. However, the HA will include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

### **22.6 PART V: HOUSING SEARCH AND LEASING**

#### **22.6 6.A. INITIAL VOUCHER TERM**

Unlike the standard HCV program, which requires an initial voucher term of at least 60 days, EHV vouchers must have an initial search term of at least 120 days.

##### **HA Policy**

As outlined in Section 8.8, all EHV's will have an initial term of 180 calendar days. The family must submit a Request for Tenancy Approval and proposed lease within the 180-day period unless the HA grants an extension.

#### **22.6 6.B. HOUSING SEARCH ASSISTANCE**

The PHA must ensure housing search assistance is made available to EHV families during their initial housing search. The housing search assistance may be provided directly by the PHA or through the CoC agency or entity.

At a minimum, housing search assistance must:

- Help individual families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low-poverty neighborhoods;
- Provide transportation assistance and directions to potential units;
- Conduct owner outreach;
- Assist with the completion of rental applications and PHA forms; and
- Help expedite the EHV leasing process for the family

##### **HA Policy**

The HA will:

- Conduct owner outreach;
- Provide directions to potential units as part of the EHV briefing packet;

- Expedite the EHV leasing process for the family to the extent practicable and in accordance with policies in this chapter;
- At least every 30 days, conduct proactive check-ins via email and telephone with families who are searching with an EHV and remind them of their voucher expiration date.

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The CoC will:

- Help families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low-poverty neighborhoods;
  - Provide transportation assistance to potential units;
- Assist the family with the completion of rental applications and PHA forms.

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#### **22.6 6.C. HQS PRE-INSPECTIONS**

To expedite the leasing process, PHAs may pre-inspect available units that EHV families may be

##### **HA Policy**

The HA will not be pre-inspecting units. Instead HA will have dedicated EHV Housing Specialist to facilitate and expedite the leasing process, the PHA may pre-inspect available units that EHV families may be interested in leasing to maintain a pool of eligible units. If an EHV family selects a unit that passed an HQS pre-inspection and lease up process.

#### **22.6 6.D. INITIAL LEASE TERM**

Unlike in the standard HCV program, EHV voucher holders may enter into an initial lease term that is for less than 12 months.

#### **22.6 6.E. PORTABILITY**

The normal HCV portability procedures and requirements outlined in Chapter 13 generally apply to EHV. Exceptions are addressed below.

##### **Nonresident Applicants**

Under EHV, applicant families may move under portability even if the family did not have legal residency in the jurisdiction of the initial PHA when they applied.

##### **Billing and Absorption**

A receiving PHA cannot refuse to assist an incoming EHV family, regardless of whether the PHA administers EHV under its own ACC.

If the EHV family moves under portability to another PHA that administers EHV under its own ACC:

The receiving PHA may only absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do so).

If the PHA does not have an EHV available to absorb the family, it must bill the initial PHA.

The receiving PHA must allow the family to lease the unit with EHV assistance and may not absorb the family with a regular HCV when the family leases the unit.

Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family's EHV assistance, the EHV administration of the voucher is in accordance with the receiving PHA's EHV policies.

- If the EHV family moves under portability to another PHA that does not administer EHV under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

### **Family Briefing**

In addition to the applicable family briefing requirements at 24 CFR 982.301(a)(2) as to how portability works and how portability may affect the family’s assistance, the initial PHA must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

The initial PHA is required to help facilitate the family’s portability move to the receiving PHA and inform the family of this requirement in writing, taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP).

### **HA Policy**

In addition to following HA policy on briefings in Chapter 8, as part of the briefing packet for EHV families, the HA will include a written notice that the HA will assist the family with moves under portability. For limited English proficient (LEP) applicants, the HA will provide interpretation services in accordance with Appendix D of this document. Service Policy/Accommodations and Translation of Documents outlined, item 1.3 & 1.4

### **Coordination of Services**

If the portability move is in connection with the EHV family’s initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on the EHV services and assistance that will be made available to the family.

### **HA Policy**

For EHV families who are exercising portability, the HA contacts the receiving PHA in accordance with Chapter 13. The PHA will consult and coordinate with the receiving PHA to ensure there is no duplication of EHV services and assistance, and ensure the receiving PHA is aware of the maximum amount of services fee funding that the initial PHA may provide to the receiving PHA on behalf of the family.

### **Services Fee**

Standard portability billing arrangements apply for HAP and ongoing administrative fees for EHV families.

For service fees funding, the amount of the service fee provided by the initial PHA may not exceed the lesser of the actual cost of the services and assistance provided to the family by the receiving PHA or \$1,750, unless the initial PHA and receiving PHA mutually agree to change the \$1,750 cap. Service fees are paid as follows:

- If the receiving PHA, in consultation and coordination with the initial PHA, will provide eligible services or assistance to the incoming EHV family, the receiving PHA may be compensated for those costs by the initial PHA, regardless of whether the receiving PHA bills or absorbs.

If the receiving PHA administers EHV, the receiving PHA may use its own services fee and may be reimbursed by the initial PHA, or the initial PHA may provide the services funding upfront to the receiving PHA for those fees and assistance.

If the receiving PHA does not administer EHV, the initial PHA must provide the services funding upfront to the receiving PHA. Any amounts provided to the receiving PHA that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving PHA to the initial PHA.

**Placement Fee/Issuance Reporting Fee**

If the portability lease-up qualifies for the placement fee/issuance reporting fee, the receiving PHA receives the full amount of the placement component of the placement fee/issuance reporting. The receiving PHA is eligible for the placement fee regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up. The initial PHA qualifies for the issuance reporting component of the placement fee/issuance reporting fee, as applicable.

**22.6 6.F. PAYMENT STANDARDS**

**Payment Standard Schedule**

For the EHV program, HUD has waived the regulation requiring a single payment standard for each unit size. Instead, the PHA may, but is not required to, establish separate higher payment standards for EHV. Lower EHV payment standards are not permitted. If the PHA is increasing the regular HCV payment standard, the PHA must also increase the EHV payment standard if it would be otherwise lower than the new regular HCV payment standard. The separate EHV payment standard must comply with all other HCV requirements with the exception of the alternative requirements discussed below.

Further, if the PHA chooses to establish higher payments standards for EHV, HUD has provided other regulatory waivers:

- Defining the “basic range” for payment standards as between 90 and 120 percent of the published Fair Market Rent (FMR) for the unit size (rather than 90 to 110 percent).

Allowing a PHA that is not in a designated Small Area FMR (SAFMR) area or has not opted to voluntarily implement SAFMRs to establish exception payment standards for a ZIP code area above the basic range for the metropolitan FMR based on the HUD published SAFMRs.

The PHA may establish an exception payment standard up to 120 percent (as opposed to 110 percent) of the HUD published Small Area FMR for that ZIP code area. The exception payment standard must apply to the entire ZIP code area. The PHA must notify HUD if it establishes an EHV exception payment standard based on the SAFMR.

**HA Policy**

The HA will utilize the same payment standard schedule established for the regular HCV Program as outlined in Chapter 11.

**Rent Reasonableness**

All rent reasonableness requirements apply to EHV units, regardless of whether the PHA has established an alternative or exception EHV payment standard.

### **Increases in Payment Standards**

The requirement that the PHA apply increased payment standards at the family's first regular recertification on or after the effective date of the increase does not apply to EHV. The PHA may, but is not required to, establish an alternative policy on when to apply the increased payment standard, provided the increased payment standard is used to calculate the HAP no later than the effective date of the family's first regular reexamination following the change.

### **HA Policy**

The HA may apply increased payment standards as stated above based on available budget authority.

### **22.6 6.G. TERMINATION OF VOUCHERS**

After September 30, 2023, a PHA may not reissue EHV when assistance for an EHV-assisted family ends. This means that when an EHV participant (a family that is receiving rental assistance under a HAP contract) leaves the program for any reason, the PHA may not reissue that EHV to another family unless it does so no later than September 30, 2023.

If an applicant family that was issued the EHV is unsuccessful in finding a unit and the EHV expires after September 30, 2023, the EHV may not be reissued to another family. All EHV's under lease on or after October 1, 2023, may not under any circumstances be reissued to another family when the participant leaves the program for any reason.

An EHV that has never been issued to a family may be initially issued and leased after September 30, 2023, since this prohibition only applies to EHV's that are being reissued upon turnover after assistance to a family has ended. However, HUD may direct PHAs administering EHV's to cease leasing any unleased EHV's if such action is determined necessary by HUD to ensure there will be sufficient funding available to continue to cover the HAP needs of currently assisted EHV families.

### **22.7 PART VI: USE OF FUNDS, REPORTING, AND FINANCIAL RECORDS**

EHV funds allocated to the PHA for HAP (both funding for the initial allocation and HAP renewal funding) may only be used for eligible EHV HAP purposes. EHV HAP funding obligated to the PHA may not be used for EHV administrative expenses or the other EHV eligible expenses under this notice. Likewise, EHV administrative fees and funding obligated to the PHA are to be used for those purposes and must not be used for HAP.

The appropriated funds for EHV's are separate from the regular HCV program and may not be used for the regular HCV program but may only be expended for EHV eligible purposes. EHV HAP funds may not roll into the regular HCV restricted net position (RNP) and must be tracked and accounted for separately as EHV RNP. EHV administrative fees and funding for other eligible expenses permitted by Notice PIH 2021-15 may only be used in support of the EHV's and cannot be used for regular HCV's. EHV funding may not be used for the repayment of debts or any amounts owed to HUD by HUD program participants including, but not limited to, those resulting from Office of Inspector General (OIG), Quality Assurance Division (QAD), or other monitoring review findings.

The PHA must comply with EHV reporting requirements in the Voucher Management System (VMS) and Financial Data Schedule (FDS) as outlined in Notice PIH 2021-15.



The PHA must maintain complete and accurate accounts and other records for the program and provide HUD and the Comptroller General of the United States full and free access to all accounts and records that are pertinent to the administration of the EHV's in accordance with the HCV program requirements at 24 CFR 982.158.

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#### **APPENDIX A: GLOSSARY**

**ABSORPTION:** The point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated Annual Contributions Contract (ACC).

**ADJUSTED INCOME:** Annual income, less allowable HUD deductions.

**ADMINISTRATIVE FEE:** Fee paid by HUD to the HA for administration of the program.

**ADMINISTRATIVE FEE RESERVE (formerly Operating Reserve):** Account established by HA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

**ADMISSION:** The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

**AHAP:** Agreement to enter into a Housing Assistance Payments Contract.

**ALCOHOL ABUSE:** HA has determined that a pattern of alcohol abuse exists when, there are two or more criminal charges involving alcohol during a two year period (excluding alcohol-related DUI/DWI criminal charges). Alcohol-related DUI/DWI criminal charges do not require more than one offense to be considered abuse of alcohol; and one alcohol-related DUI/DWI offense is a violation of the HA Policy on Prohibited Criminal Activity. All persons receiving rental assistance, regardless of age, will be held to the same standard. Exceptions to this policy may be granted to VASH Program applicants and participants and special needs programs which includes programs that serve homeless individuals/families, the Family Unification Program (FUP) which serves families with an active case with Child Protective Services that are working through the reunification process and HIV/AIDS serving programs.

**ANNUAL CONTRIBUTIONS CONTRACT (ACC):** A written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

**ANNUAL CONTRIBUTIONS CONTRACT RESERVE ACCOUNT (formerly Project Reserve):** Account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

**ANNUAL INCOME:** The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations (See Section 6.3.2 of this Administrative Plan).

**APPLICANT (or 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.)

**ASSISTED TENANT:** A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Housing Choice Voucher assistance and all other 236 and 221 (d)(3) Below Market Interest Rate (BMIR) tenants, except those paying the 236 market rent or 120 percent of the BMIR rent, respectively.

**BUDGET AUTHORITY:** An amount authorized and appropriated by the Congress for payment to the HA under the program. For each funding increment in an HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

**CHILD CARE EXPENSES:** Reasonable amounts (based on average county wide costs determined by a yearly survey of child care providers and not exceeding the earned income) paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

**CITIZEN:** A citizen or national of the United States.

**CO-HEAD:** A co-head is the boyfriend, girlfriend, or significant other of the head of the household. This person has equal responsibility for the lease. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent (50058 Instruction Booklet-3h). A Co-head may qualify the family as a disabled or elderly household and consequently receive a \$400 annual allowance. (24 CFR 5.403 for disabled/elderly definition of a “family”—“two or more persons living together”).

**CONTINUOUSLY ASSISTED:** If the family is already receiving assistance under any 1937 Housing Act program when admitted to the Voucher program the applicant is considered continuously assisted under the 1937 Housing Act.

**CONTRACT:** (See Housing Assistance Payments Contract.)

**CONTRACT AUTHORITY:** The maximum annual payment by HUD to an HA for a funding increment.

**CONTRACT RENT:** Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the HA.

**COVERED PERSON:** A tenant, any member of the tenant’s household, a guest or another person under the tenant’s control.

**CREDIBLE EVIDENCE:** May be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

**DATING VIOLENCE:** Violence committed by a person (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) the type of the relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

**DEPENDENT:** A member of the family household (excluding foster children and foster adults) other than the family head or spouse/co-head, who is under 18 years of age or is a disabled person

or handicapped person, or is a full-time student 18 years of age or over.

**DISABLED PERSON:** A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act. (42 U.S.C. 423).
2. A person who has a physical, mental, or emotional impairment that:
  - a. Is expected to be of long-continued and indefinite duration;
  - b. Substantially impedes his or her ability to live independently; and
  - c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

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

**DISPLACED PERSON:** A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

**DOMICILE:** The legal residence of the household head or spouse/co-head as determined in accordance with state and local law.

**DOMESTIC VIOLENCE:** Felony or misdemeanor crimes of violence committed by a current or former spouse/co-head of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse/co-head, by a person similarly situated to a spouse/co-head of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**DRUG:** A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**DRUG-RELATED CRIMINAL ACTIVITY:** The illegal manufacture, sale, distribution, possession or use of a drug; or the possession of a drug with intent to manufacture, sell, transport, distribute or use the drug. One drug-related DUI/DWI offense within the last three (3) years is a violation of the HA Policy on Prohibited Criminal Activity.

**ELDERLY FAMILY:** A family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age.

**EMERGENCY HOUSING VOUCHERS (EHV):** The vouchers are designed to assist individuals and families experiencing homelessness, at risk of experiencing homelessness, or fleeing/attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. They also support those who were recently homeless and for whom providing rental

assistance will prevent the family's homeless or having high risk of housing instability.

**EVIDENCE OF CITIZENSHIP:** Evidence of citizenship or eligible immigration status means the documents that must be submitted to verify citizenship or eligible immigration status. Citizenship is verified via an original Certified Abstract of Birth within the U.S. or its Territories, or an original Social Security Card in the absence of an original Certified Abstract of Birth or Certificate of Naturalization. Copies do not demonstrate Evidence of Citizenship.

**EXCEPTION AREA:** A payment standard amount that is higher than the basic range for a designated part of the fair market rent area. At this time, no exception areas are available.

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**EXCESS MEDICAL EXPENSES:** Any medical expenses incurred by elderly or disabled families only, in excess of 3 percent of annual income that are not reimbursable from any other source.

**EXTREME ELDERLY FAMILY:** A family where the Head of Household, spouse or co-head who is 70 years of age or older.

**EXTREMELY LOW INCOME:** A family whose annual incomes do not exceed the higher of either the federal poverty level or 30 percent of the area median income (AMI).

**FAIR MARKET RENT (FMR):** The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published annually in the *Federal Register* in accordance with HUD regulations.

**FAMILY:** The applicant must qualify as a family as defined in Chapter 2 of this Administrative Plan. Family is used interchangeably with "Applicant" or "Participant" and can refer to a group of persons or a single person family.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM):** The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FAMILY UNIFICATION PROGRAM (FUP):** A HUD-specified funded program (CFR 982.204 (e)) for families for whom lack of adequate housing is a primary factor in the separation, or threat of imminent separation, of children from their families or in the prevention of reunifying the children with their families. All families must be referred by the local Public Child Welfare Agency and be selected from the waiting list in order of registration date.

**FIXED INCOME includes income from:**

- Social Security (SS), Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI); or
- Federal, State, local, and private pensions plans; or
- Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic receipts that are of substantially

the same amounts from year to year.

**FOSTER CARE YOUTH (for purposes of the HUD-funded FUP allocation):** A youth at least 18 years old and not more than 24 years old (have not reached their 25th birthday) who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless who left foster care at age 16 or older and who lacks adequate housing. By statute, housing assistance is limited to 36 months except for Foster Care Youth who sign a FSS Contract of Participation (Form HUD-52650), as part of the FUP FSS Demonstration, prior to the expiration of the 36 month time limit in which case will maintain their housing assistance for a period not exceeding the length of the FSS Contract of Participation. In most cases, this limit will be no more than 5 years; however, if the FSS Contract of Participation is extended (in accordance with 24 CFR 984.303(d) the FUP Youth voucher can be extended (no more than 2 years beyond the initial 5 year expiration date) for the entire length of the FSS Contract of Participation.

**FOSTER CHILD:** Child whose care, comfort, education, and upbringing has been left to persons other than his natural parents. All foster care income is excluded.

**FOSTER CHILD CARE PAYMENT:** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**FOSTER YOUTH TO INDEPENDENCE (FYI)** for purposes of the HUD-funded FYI targeted allocation in accordance with PIH Notice 2020-28/FR-6400-N-41: A youth at least 18 years old and not more than 24 years old (have not reached their 25th birthday) who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older. By statute, housing assistance is limited to 36 months.

**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.

**FUNDING INCREMENT:** Each commitment of budget authority by HUD to an HA under the consolidated annual contributions contract for the HA program.

**GANG-RELATED CRIMINAL ACTIVITY:** The illegal participation in a gang, including but not limited to, criminal charges outlined under Penal Code 186.22 PC "California Street Terrorism Enforcement and Prevention Act" or more commonly referred to as the California's street gang enhancement law, consisting of the following:

1. **Penal Code 186.22(a) PC, the crime of participation in a gang**

This part of the law makes it a crime to participate in a street gang and assist in any felony criminal conduct by the gang's members.

2. **Penal Code 186.22(b) PC, the gang sentencing enhancement.**

This part of the law provides that anyone who commits a felony for the benefit of a gang will receive a mandatory prison sentence . . . *in addition and consecutive to* the penalty s/he receives

for the underlying felony.

Depending on the circumstances of the offense, Penal Code 186.22(b) PC could mean an additional two (2) to fifteen (15) years, or even twenty-five (25)-years-to-life, in prison...even if you're not a gang member, and even if you aren't the individual who was most directly responsible for committing the underlying felony.

**GROSS RENT:** The sum of the Contract Rent plus the current utility allowance. If there is no utility allowance, Contract Rent equals Gross Rent. The Gross Rent will be used as the payment standard when it is less than the authorized payment standard.

**GUEST/VISITOR:** A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to do so consent on behalf of the tenant. Any person not included on the Form HUD 50058 (except minors as noted below) who has been in the unit more than 14 consecutive days, or a total of 30 cumulative days in a 12-month period (unless the lease is more restrictive), will be considered to be living in the unit as an unauthorized household member (See Section 6.2.7).

Minors or full time students 18 or older who live away from the home and who visit up to 182 cumulative days per year will be considered eligible visitors (subject to the lease agreement), not family members, and will not be counted in determining the subsidy standard and deductions for the family. Eligible visitors must be reported to and approved by the HA prior to visiting the home.

**HA:** A Housing Authority - either a Public Housing Agency or an Indian Housing Authority or both. The Housing Authority of the County of Riverside is referred to as "HA" or "Housing Authority" throughout this document.

**HANDICAP ASSISTANCE:** Anticipated costs for care aides and auxiliary apparatus for handicapped or disabled family members that enable a family member (including the handicapped family member) to work.

**HANDICAPPED PERSON:** [Referred to as a Person with a Disability]. A person having a physical or mental impairment which:

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 nature that such ability could be improved by more suitable housing conditions.

**HAP CONTRACT:** (See Housing Assistance Payments Contract.)

**HARD TO HOUSE:** Families with three or more minor children are considered a hard to house family. Families that have a disabled person are considered as a hard to house family. Special assistance will be given to these families in finding a rental unit other than their pre-program unit.

**HEAD OF HOUSEHOLD:** The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOMELESS:** Any person or family that: 1) lacks a fixed, regular and adequate nighttime

residence; and 2) has a primary nighttime residence that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); (b) an institution that provides a temporary residence for persons intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

**HOUSEHOLD:** All persons living in the assisted home who have been authorized by the HA. Any person living in the household without permission of the HA is considered an unauthorized occupant.

**HOUSING AGENCY:** A state, county, municipality or other governmental entity or public body authorized to administer the program. The term “HA” includes an Indian housing authority (IHA). (HA and PHA mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:** Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PAYMENT:** The monthly assistance payment by an HA. The total assistance payment consists of:

1. A payment to the owner for rent to owner under the family’s lease
2. An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a utility reimbursement payment.

**HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT:** A written contract between the HA and an owner in the form prescribed by HUD, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

**HOUSING ASSISTANCE PLAN:** (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING QUALITY STANDARDS (HQS):** The HUD minimum quality standards for housing assisted under the tenant-based programs.

**HUD:** The U.S. Department of Housing and Urban Development.

**HUD REQUIREMENTS:** HUD requirements for the Housing Choice Voucher programs. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives.

**IMPUTED ASSET:** Asset disposed of for less than Fair Market Value during the two years preceding examination or reexamination and valued at more than \$5,000.



**IMPUTED ASSET INCOME:** HUD passbook rate times total cash value of assets. Imputed asset income is used when assets exceed \$5,000. [pursuant to PIH 2012-29 NOTE: HA is using the current national rates established by the Federal Deposit Insurance Corporation (FDIC)]

**IMPUTED WELFARE INCOME:** The difference between the actual welfare grant received by the family and the amount that would be received by the family if a family member was not sanctioned for fraud, or failure to participate in an economic self sufficiency program, or comply with a work activities requirement.

**INCOME:** Income from all sources of each member of the household as determined in accordance with HUD regulations for included and excluded income.

**INCOME FOR ELIGIBILITY:** Annual Gross Income.

**INDIAN:** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the Federal Government, or any State.

**INDIAN HOUSING AUTHORITY (IHA):** A housing agency established either:

1. By exercise of the power of self-government of an Indian Tribe, independent of state law, or
2. By operation of state law providing specifically for housing authorities for Indians

**INTEREST REDUCTION SUBSIDIES:** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

**LANDLORD:** This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner. "Landlord" and "Owner" are used interchangeably. See definition of Owner.

**LEASE:** A written agreement between an owner and an eligible family for the leasing of a housing unit. The Housing Choice Voucher Program has an Addendum to the Lease that has mandatory language that must be incorporated into any lease the HA uses.

**LEGAL GUARDIAN:** A guardian appointed by the court to represent the interests of infants, the unborn, or incompetent persons in legal actions. Guardians are adults who are legally responsible for protecting the well-being and interests of their ward, who is usually a minor.

**LIVE-IN AIDE:** A person 18 years or older who resides with a disabled person and who:

1. Is determined to be essential to the care and well being of the person
2. Is not obligated for the support of the person
3. Would not be living in the unit except to provide necessary supportive services
4. Is recommended by a medical professional
5. Is not a member of the assisted family and is not entitled to the HCV as the remaining member of the tenant family
6. See PIH Notices 2008-20 (HA), 2009-22, and 2010-51 (HA for live-in Aide provisions).

**LOCAL PREFERENCE:** A preference used by the HA to select among applicant families.

**LOW-INCOME FAMILY:** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

**MARKET RENT:** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in a FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for Housing Choice Voucher Program. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

**MEDICAL EXPENSE:** Those total 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 member of the family household (excluding foster children) other than the family head or spouse/co-head who is under 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.

**MONTHLY ADJUSTED INCOME:** 1/12 of the annual income less allowable HUD deductions in accordance with Part 5.

**MONTHLY INCOME:** 1/12 of the annual gross income.

**NATIONAL:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NEAR-ELDERLY:** A person whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62.

**NET FAMILY ASSETS:** Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

**NON-CITIZEN:** A person who is neither a citizen nor national of the United States.

**NUCLEUS FAMILY:** All family members at the time of initial voucher issuance (Intake) plus any members added by marriage, birth, adoption, or court awarded custody.

**OCCUPANCY STANDARDS:** [Also referred to as Subsidy Standards] Standards established by an HA to determine the appropriate number of bedrooms for households. The subsidy

standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

**OTHER PERSON UNDER THE TENANT’S CONTROL:** A person, although not staying as a guest in the unit, who is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant’s control.

**OVER-HOUSED (UNIT TOO LARGE FOR SIZE OF FAMILY):**

If a participant has a decrease in the family size, the family has the option to be issued a new Voucher or remain in the unit they are currently renting. If the family chooses to remain in the unit, the subsidy standard will be lowered at the next annual re-examination. If the family chooses to move, the Voucher will be issued with the correct subsidy standard. The amount the family pays for rent must be affordable and the tenant portion of rent and the current utility allowance cannot exceed 40% of their adjusted income at the time of lease up. The approved rent will be based on the payment standard for the number of bedrooms the family is eligible for, or the actual number of bedrooms in the unit, whichever is less. In cases where the gross rent is less than the payment standard, it will be used as the payment standard.

**OWNER:** Any persons or entity having the legal right to lease or sublease housing.

**PARTICIPANT:** A family that has been admitted to the HA’s Housing Choice Voucher Program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (First day of initial lease term).

**PAYMENT STANDARD:** The amount used to calculate the housing assistance a family will receive in the HA’s Housing Voucher Program.

**PCWA:** Public Child Welfare Agency

**PREFERENCE:** See Local Preference.

**PREMISES:** The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

**PROGRAM INTEGRITY MONITORING (PIM):** The prevention, detection and investigation of program abuse and fraud. It is driven by the mission of the organization and conducted in a manner respectful of the public, program participants, employees and owners.

**PUBLIC ASSISTANCE:** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, State or Local Governments.

**PUBLIC HOUSING AGENCY (PHA):** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term PHA includes an Indian Housing Authority (IHA). (HA and PHA mean the same thing.) In this Administrative Plan for

the Housing Choice Voucher Program, the Housing Authority of the County of Riverside is a PHA.

**RANKING PREFERENCE:** A preference used by the HA to select among applicant families that qualify for a preference.

**REASONABLE ACCOMMODATION:** In order to grant equal access and/or an equal opportunity to participate in the HCVP, the PHA will consider requests for reasonable accommodation (reasonable adjustments to the rules, policies, practices, procedures which do not reduce or waive the essential requirements of the program) by persons with disabilities. Accommodations are not reasonable if they require fundamental alterations in the nature of the program, or impose undue financial burdens on the PHA. Requests for reasonable accommodation will be considered on a case-by-case basis.

**REMAINING MEMBER OF TENANT FAMILY:** The remaining family member is a member of the family who remains in the assisted unit after the death of the Head of Household, or removal of the Head of Household to an assisted living environment, or government facility. To be considered the remaining member of the tenant family, the person(s) must have been previously approved as part of the family by the HA and be currently living in the unit, and at least one remaining member must be a United States Citizen or an eligible immigrant.

**RENT TO OWNER:** The total amount of rent payable to the owner by the family and the HA per month for an assisted unit. Side payments are prohibited.

**RESIDENCY PREFERENCE:** Given to those applicants who, at the time of release from the waiting list, either: a) reside in the County of Riverside or b) work (head/ spouse/co-head or sole member of the household is employed) or have been notified that they are hired to work in the County of Riverside. Acceptable evidence to establish residency includes two or more of the documents listed below:

- Lease agreement
- Current utility bill/s (within the last 60 days)
- Current income verifications (within the last 60 days) including employment or benefits from a government/state agency such as Social Security Administration, Employment Development Department (EDD), and the Department of Public Social Services (DPSS)
- Current bank statements (within the last 60 days) which demonstrate the majority of activity in Riverside County
- ID/Drivers License with a Riverside County address and/or current registration from the Department of Motor Vehicles (DMV)
- Current school registration (within the last 60 days)

**RESPONSIBLE ENTITY:** The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the HA).

**SECRETARY:** The Secretary of Housing and Urban Development

**SECURITY DEPOSIT:** A dollar amount that can be applied to unpaid rent, damages or other amounts to the owner under the lease.

**SHARED HOUSING:** An assisted family shares a unit with the other resident or residents of the unit (See 982.615). The owner of the assisted unit may not live in the unit if they are a relative.

**SINGLE PERSON:** A person living alone or intending to live alone.

**SINGLE ROOM OCCUPANCY (SRO):** housing type that provides living and sleeping space for the exclusive use of the occupant, but requires the occupant to share sanitary and/or food preparation facilities.

**SPECIAL RENTAL ASSISTANCE PROGRAM (for purposes of Level 1 preference):** Active participants that have utilized one of the below rental assistance programs for a minimum of six (6) months and no longer require supportive services. Households are eligible to transition to a regular Housing Choice Voucher provided they meet all other eligibility requirements. Verification from the supportive services provider stating that supportive services are no longer needed is required. Eligible programs are:

- Housing Options Program (HOP),
- Shelter Plus Care Program (S+C),
- Veterans Affairs Supportive Housing (VASH)
- Tenant Based Rental Assistance (TBRA)
- Rental Assistance established under a Memorandum of Understanding between the HA and other entities.
- Foster Youth to Independence (FYI)

**SPORADIC INCOME:** Income that is not regularly received by the household but is received no more than six times in a year.

**SPOUSE:** The husband or wife of the head of the household. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It does not cover boyfriends, girlfriends, significant others, or “co-heads”.

**STALKING:** Stalking means (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of the person; or (iii) the spouse/co-head or intimate partner of that person. As used above, immediately family is defined to mean “with respect to a person (A) a spouse/co-head, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or (B) any other person living in the household of that person and related to that person by blood or marriage.”

**SUBSIDIZED PROJECT:** A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) that receives the benefit of subsidy in the form of:

1. Below-market interest is pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

2. Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
3. Direct loans pursuant to Section 202 of the Housing Act of 1959; or
4. Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
5. Payments under the Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development act unless the project is owned by a Public Housing Agency;
6. A Public Housing Project.

**SUBSIDY STANDARDS:** Standards established by an HA to determine the appropriate number of bedrooms for households. The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

**SUPPORTIVE HOUSING:** Supportive housing means that the project makes supportive services available for all of the assisted families in the project and provides a range of services tailored to the needs of the residents occupying such housing. Such services may include (but are not limited to): (A) meal service adequate to meet nutritional need, (B) housekeeping aid, (C) personal assistance, (D) transportation services; (E) health-related services; (F) educational and employment services; or (G) other services designed to help the recipient live in the community as independently as possible.

**TENANT:** Tenant is used to refer to participants in terms of their relation to landlords as lessee.

**TENANT RENT (Also called Net Family Contribution):** The amount payable monthly by the family as rent to the owner (including a HA in other programs). Where all utilities (except telephone and cable) and other essential housing services are supplied by the owner, tenant rent equals total tenant payment. Where some of all utilities (except telephone and cable) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent to the owner, tenant rent equals total tenant payment less the utility allowance in the Certificate program. In the Voucher program, tenant rent is rent to owner less HAP.

**TOTAL TENANT PAYMENT (TTP):** The amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**TRANSITIONAL HOUSING:** A housing unit located in a building that contains sleeping accommodations, kitchen, and bathroom facilities. Used exclusively to facilitate the transition of homeless individuals to independent living within twenty-four (24) months and where a governmental body or qualified nonprofit organization provides those individuals with temporary housing and supportive services to assist them in finding and keeping permanent housing. Transitional Housing does not meet the shelter preference.

**UNDER-HOUSED (UNIT TOO SMALL FOR SIZE OF FAMILY):**

If a unit does not meet HQS and/or NSPIRE space standards due to an increase in family size by birth, adoption, court awarded custody or marriage, the HA will issue a new Voucher.

**UNIFORM PHYSICAL CONDITION STANDARDS FOR VOUCHERS (PCS-V):** The Uniform Physical Condition Standards for Vouchers (NSPIRE) vouchers is a Demonstration Program, implementing an improved inspection standard for HUD's Housing Choice Voucher (HCV) units. NSPIRE aims to enhance the accuracy, consistency, and objectivity of the inspection process, and provide more information about the condition of individual housing units. Through this initiative, HUD aims to clarify and streamline inspection processes for PHAs and inspectors, while increasing owners and tenants access to detailed information about their homes. NSPIRE is a Demonstration Program developed to align with the Uniform Physical Condition Standards (UPCS) units.

**UNIT:** Residential space for the private use of a family.

**USCIS:** United States Citizenship and Immigration Services

**UTILITIES:** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage service. Telephone and cable service are not included as utilities.

**UTILITY ALLOWANCE:** If the cost of utilities (except telephone and cable) including range and refrigerator, 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 HA 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 healthy living environment.

**UTILITY REIMBURSEMENT PAYMENT (URP):** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VAWA:** Violence Against Women's Act

**VERY LOW INCOME FAMILY:** A lower-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit used for admission to the Housing Choice Voucher program.

**VETERAN (Qualified):** A person who has a DD-214 or equivalent showing the branch of service, length of service and characterization of service in accordance to either the United States Code, Title 38 (38 U.S.C.) or the California Military and Veterans Code Section 980 <https://law.justia.com/codes/california/2005/mvc/980-980.5.html>

For a widow/widower of a Veteran to be qualified for the Veterans preference, the registrant must supply the birth certificates, marriage certificate and death certificate and must not have been divorced.

**VETERAN FAMILY:** Veteran family means a veteran who is a single person or a family in which the head of household, or the spouse of the head of household, is a veteran.

**VIOLENT CRIMINAL ACTIVITY:** Any criminal activity that has as one of its elements the use, or attempted use, or threatened use of physical force against another person or property regardless of where the incident occurred.

**VOUCHER:** A document issued by the HA to a family selected for admission to the voucher program. This document describes the program and the procedures for HA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**VOUCHER HOLDER:** A family holding a Voucher with unexpired search time.

**WAITING LIST:** A list of families organized according to HUD regulations and HA policy that are waiting for subsidy to become available.

**WELFARE ASSISTANCE:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local Governments.

**WORKING FAMILY:** A family in which the Head and/or Spouse/Co-head is either:

- Employed and working on a part-time or full-time basis (verification via consecutive pay stubs for the last 30 days is required); or
- Receiving Unemployment, Retirement/Pension or State Disability or Worker's Compensation benefits.

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## **APPENDIX B: CODE OF CONDUCT**

The Housing Authority of the County of Riverside strives to conduct business in accordance with core values and ethical standards. Professional conduct, ethical practices and adherence to all laws, regulations, and government codes are expected by all employees at all times. To ensure compliance with these standards, the following policies have been established:

### **PROHIBITED ACTIVITIES:**

1. Employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties, functions, or responsibilities in a position with the Housing Authority. Employees shall not perform any work, service or counsel for compensation outside of the agency where any part of his/her efforts will be subject to approval by any other officer, employee, board, or commission of this Housing Authority.
2. Prohibited activities shall include but not be limited to:
  - a. Acceptance of money or other consideration from anyone other than the Housing Authority for the performance of duties required or expected of him/her in the regular course of Housing Authority employment.
  - b. Performance of an act in other than his/her capacity as an officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the Housing Authority.
  - c. Any act wherein time demands would render performance of his or her duties as an officer or employee less efficient and productive.
  - d. Embezzlement and falsification of accounts as defined in the California Penal Code.

### **CONFLICT OF INTEREST POLICY**

1. To avoid potential conflicts of interest, or the appearance of such, it is the policy of this Housing Authority that:
  - A. No employee shall enter into any agreement, written or unwritten, without prior approval from the Executive Director or his designee, that involves any direct payment or other form of compensation as a result of any program administered by this Housing Authority, either directly or indirectly, through agreements with other parties.
  - B. No employee, officer, or agent of the Housing Authority shall participate directly or indirectly in the selection, award or administration of any contract if a conflict, real or perceived, would be involved. Such conflict would arise when a financial or other interest in the execution of a contract or in Housing Authority program participation is held by:
    - (1) An employee, officer, or agent involved in making the award;
    - (2) The relative of such a person (including, but not limited to, spouse or domestic partner or significant other, father, mother, son, daughter, brother,

sister, uncle, aunt, first cousin, father-in-law, mother in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);

- (3) The business partner of such a person; or someone with an interest in,
- (4) An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

**THE CONSEQUENCES OF RULE VIOLATIONS:**

Any violation of prohibited activities shall be handled as for the acts set out under Section 2.I. (3) of the Agency's personnel policies on Discipline, Dismissal, and Review.

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## APPENDIX C: POLICY ON PROHIBITED CRIMINAL ACTIVITY

### HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE'S POLICY ON PROHIBITED CRIMINAL ACTIVITY

July 1, ~~2023~~~~2022~~~~2022~~~~2022~~

#### BACKGROUND

The mission of the Housing Authority is to transform and promote healthy, thriving communities, re-ignite hope and restore human dignity through the creation and preservation of high quality and innovative housing and community development programs which enhance the quality of life and revitalize neighborhoods to foster self-sufficiency.

#### PURPOSE

To establish a Housing Authority (HA) policy to prohibit housing fraud and/or welfare fraud, violent-related, gang-related, alcohol-related and drug-related criminal activity (including medical/recreational marijuana) or any other criminal activity.

#### POLICY

It is the policy of the Housing Authority of the County of Riverside that prohibited criminal activity will not be tolerated. The Housing Authority has implemented aggressive strategies to deny and/or terminate assistance for households that violate conditions set forth in this policy.

Criminal activity as listed in this policy, misdemeanor and/or felony, will hereinafter be called 'prohibited criminal activity'. Prohibited criminal activity includes, but is not limited to, the following: housing fraud and/or welfare fraud, violent-related, gang-related, alcohol-related, and drug-related criminal activity (including medical/recreational marijuana). Marijuana possession, distribution, and use, regardless of purpose, remains illegal under Federal Law [Controlled Substances Act (United States Code Title 21)].

"Minor traffic offenses" may include offenses such as parking violations, registration violations or failure to provide proof of insurance. Traffic offenses that include illegal use of controlled substances or alcohol related violations of traffic laws are not considered minor. Two or more alcohol related criminal actions within the last two (2) year period constitute an abuse of alcohol (excluding alcohol-related DUI/DWI, or equivalent, criminal charges). Alcohol-related Driving Under the Influence (DUI) and Driving While Intoxicated (DWI), or equivalent, criminal charges do not require more than one offense to be considered abuse of alcohol; one alcohol-related DUI/DWI, or equivalent, offense is a violation of the HA Policy on Prohibited Criminal Activity.

All persons applying for or receiving rental assistance, regardless of age, will be held to the same standard. Exceptions to this policy may be granted to VASH Program applicants and participants, Mainstream 811, the Family Unification Program (FUP), Project Room Key, Emergency Housing Voucher (EHV), and other referrals through the Coordinated Entry System (CES) or an established Memorandum of Understanding (MOU) with the Housing Authority targeting people experiencing homelessness, transitional age youth, and other special populations. On a case by case basis, exceptions may be granted to minors who have committed acts in violation of this policy, but has or is enrolled in a court or probation mandated program and is in satisfactory compliance with this program. Once admitted to the program, all participants will be subject to

the Policy on Prohibited Criminal Activity.

Participant households must report, in writing, all criminal activity for any household member within 10 calendar days of its occurrence.

The PHA may deny or terminate assistance for criminal activity by a household member as authorized in this Policy on Prohibited Criminal Activity if the PHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity [24 CFR 982.553 (c)]. Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probably than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence. Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

Persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing will be permanently denied admission [24 CFR 982.553(a)(1)(ii)(C)] to or terminated from any federally assisted housing program [24 CFR 982.553(b)(1)(ii)]. Persons convicted of sex offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations [24 CFR 982.553(a)(2)(i)].

Exceptions in this policy do not apply to registered sex offenders or any person who was convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing, or housing fraud.

1. The Housing Authority will deny or terminate assistance to any household containing a member that has one or more occurrences of criminal activity unless that member can demonstrate the following:
  - a. No occurrence of prohibited criminal activity (other than minor traffic offenses) within the last three (3) years, **and**
  - b. Applicant/participant would not threaten the health, safety, or right to peaceful enjoyment of others such as crimes of physical violence to persons or property and other criminal acts which would not be a detriment to the health, safety, or welfare of others including HA staff.); **and**
  - c. Satisfactory adherence to all court and probation/parole mandated conditions for any action related to any prohibited criminal activity; **and**
  - d. For violent-related, drug-related and alcohol-related criminal activity, the HA may consider enrollment in a supervised anger management/parenting course, drug diversion/substance abuse or alcohol rehabilitation program. At PHA discretion, first offenders may be only granted a once in a lifetime exception to the Policy on Prohibited

Criminal Activity due to participation in supervised anger management/parenting course, drug diversion/substance abuse or alcohol rehabilitation program. Approval is not automatic. Repeat or habitual offenders will not be granted an exception to the Policy on Prohibited-Criminal Activity and rental assistance will be denied and/or terminated. The applicant/participant cannot elect to join an anger management/parenting courses, drug diversion/substance abuse or alcohol rehabilitation program in lieu of denial/termination of assistance after the HA has discovered prohibited criminal activity.

For consideration of one (1) lifetime exception to the Policy on Prohibited Criminal Activity, the following conditions must exist:

- i. The applicant/participant must be a first time participant in a supervised anger management/parenting courses, drug diversion/substance abuse or alcohol rehabilitation program, **and**
- ii. The applicant/participant must have enrolled in and be compliant with a supervised anger management/parenting courses, drug diversion/substance abuse or alcohol rehabilitation program prior to the date of the HA's discovery of the prohibited criminal activity, **and**
- iii. Completion of the treatment program must be achieved within the allowed time by the court/treatment program, **and**
- iv. Evidence of completion must be provided to the HA within 10 calendar days from the date of completion of the program.

If an exception to the Policy on Prohibited Criminal Activity is granted by the PHA, the PHA will monitor compliance for determination of continued rental assistance eligibility. If applicant/tenant fails to comply, the HA will proceed with termination.

2. If the household member participates in and is in compliance with a supervised anger management/parenting courses, drug diversion/substance abuse or alcohol rehabilitation program then it is the family responsibility to adhere to treatment program requirements and furnish to the PHA proof that the required program was completed. The applicant/participant must have enrolled in the treatment program prior to the date of the HA's discovery of the criminal activity. Failure to comply with anger management/parenting courses, drug diversion/substance abuse and/or supervised alcohol rehabilitation program will result in denial or termination. Supervised anger management/parenting courses, drug diversion/substance abuse or an alcohol rehabilitation program will be granted once in a lifetime.
3. The Violence Against Women Act of 1994 (VAWA), as amended (42 U.S.C 13925 and 42 U.S.C 14043e et seq.) prohibits the eviction of, and removal of assistance from, victims living in Federally assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking.

Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault, or stalking, provided that the victim member demonstrates the following:

- a. The perpetrator of the domestic violence no longer resides in the assisted unit.
- b. Applicant/tenant requesting exception based on 3 above shall complete HUD form 50066 within 14 business days after the HA has requested such certification in writing.
- c. If the applicant/tenant does not provide the certification within 14 business days after the HA has requested such certification in writing, assistance may be denied/terminated.

Please note, pursuant to 24 CFR 5.2005 VAWA Protections nothing in 24 CFR 5.2005 may be construed to limit the authority of a PHA, owner, or management agent to evict or terminate assistance to any tenant or lawful occupant if the PHA, owner, or management agent can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the public housing or Section 8 assisted property if that tenant or lawful occupant is not terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual imminent threat” if they meet the standards provided in paragraph (e) of 24 CFR 5.2005.

4. Alerting all rental assistance program participants and tenants residing in Housing Authority (HA) owned housing or housing owned by an HA affiliate (i.e. RCHC) about their obligation to keep rental units free from prohibited criminal activity.
5. Incorporating the HUD required Tenancy Addendum which includes grounds for termination of tenancy due to criminal activity into all rental leases used by the Housing Authority and requiring the use of said Tenancy Addendum for all private rental property owners in the county.
6. Conducting workshops for rental property owners and managers to stress the importance of screening potential tenants, inspecting the premises of rental property, and taking action against tenants engaged in criminal activity, fraud, or side payments.
7. Seeking a collaborative relationship with all law enforcement agencies within the County of Riverside and the Office of Inspector General to assist in the enforcement of Policy on Prohibited Criminal Activity.
8. Screening all housing program applicants and participants including but not limited to the Riverside Superior Court online system, Consolidated Courts of the County of San Bernardino online system, Consolidated Courts of the County of Los Angeles online system, Online Information Service (or similar service), any and all available Sex Offender registries, and any other available sources (i.e. police reports, court records, information that is independently verifiable, law enforcement investigations and arrest warrants) to disclose any criminal background information.

Exemption to the Housing Authority’s Prohibited Criminal Activity policy:

The Housing Authority is adopting the “Housing First-Supportive Housing” model as a best practice approach to address chronic homelessness and special needs populations. Special rental assistance programs administered by the Housing Authority which include but are not limited to [Mainstream Section 811](#), FUP, [Project Room Key](#), EHV and any other special housing choice programs can apply for an exception to the Housing Authority’s Prohibited Criminal Activity

during admission. Additionally, affordable housing developments awarded Project Based Vouchers and targeting chronically homeless individuals or individuals referred by County Behavioral Health can apply for an exemption to the Housing Authority's Prohibited Criminal Activity policy. Developments seeking an exemption to the Housing Authority's Prohibited Criminal Activity policy described in this section will have to follow and be aligned with federal guidelines on the use of Housing First as referenced in the HUD Housing First Assessment Tool. All supportive Housing First programs will follow and be aligned with state guidelines on Housing First, including core components outlined in the No Place Like Home program guidelines. A comprehensive plan of the wrap around supportive services proposed at the specific development will have to be approved by the Housing Authority and the owner must agree to provide dedicated case workers at a ratio of 20/1 to qualify.

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## **APPENDIX D: REASONABLE STEPS TO AFFIRMATIVELY FURTHER FAIR HOUSING**

The Housing Authority of the County of Riverside (HACR) in the administration of all programs strives to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act by taking steps to:

- Overcome the effects of impediments to fair housing choice;
- Remedy discrimination in housing; and
- Promote fair housing rights and fair housing choice.

Specific steps include:

1. Marketing HACR programs to all eligible persons, including persons with disabilities and persons with limited English proficiency and FUP Youth (during the agency's participation in the FUP FSS Demonstration) who are at least 18 years old and not more than 24 years old (has not reached 25th birthday) who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older who does not have adequate housing.

All HACR programs will be marketed to all eligible persons, including persons with disabilities persons with limited English proficiency and FUP Youth (during the agency's participation in the FUP FSS Demonstration) who are at least 18 years old and not more than 24 years old (has not reached 25th birthday) who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older who does not have adequate housing. This marketing and outreach will include newspaper notices including publications in minority newspapers, outreach to community groups that serve persons with disabilities, persons with limited English proficiency and FUP Youth, postings on the HACR website ([www.harivco.org](http://www.harivco.org)), and lobby signs posted in our office locations.

Persons with disabilities will be assisted with the application process if requested as a reasonable accommodation. Translation services are available to persons with limited English proficiency at no cost to the participant. HACR also employs several bi-lingual staff members who regularly provide assistance to Spanish speaking applicants/participants.

For the FUP FSS Demonstration, we will engage in outreach and engagement efforts in order to market the availability of the program by sharing the information throughout Riverside County. Efforts will include (but are not limited to) inclusion on our website, applicant briefings, employee presentations, program informational brochure/flyer, distribution of information to foster care agencies and community partners as well as conducting emergency assessment of any foster care youth that we may be made aware of in any other manner.

2. Utilizing buildings and communications that facilitate service delivery to persons with disabilities.

Application intake, office appointments, voucher/contract issuance, and informal hearings are all conducted in accessible office spaces. HACR also provides home visits for appointments upon



request as a reasonable accommodation. Sign language and Braille services are also available if necessary to service hearing and visually impaired persons.

### 3. Supporting and expanding housing choice through landlord outreach, participant education, and security deposit assistance

HACR conducts workshops for prospective and exiting landlords to educate them on the Housing Choice Voucher Program and HUD guidelines. Participants receive information on housing choice and housing opportunities at all briefing sessions. Additionally, HACR administers a security deposit assistance program for new participants to support housing choice efforts.

### 4. Referrals to fair housing agencies

Referrals to fair housing agencies are available upon request. Additionally, staff will advise participants to seek fair housing services if a situation arises that warrants such as referral (i.e. landlord/tenant issue, questions regarding tenant rights, renters rights in foreclosure).

### 5. Informing participants on how to file a fair housing complaint.

The HUD fair housing form is provided to applicants/participants in the applicant briefing packet and upon request. Fair housing notices are posted in all office locations. Applicants/participants are provided assistance in filling out the form and are referred to HUD for additional information and assistance. The toll-free number for the Housing Discrimination Hotline is posted in office lobbies and also provided in briefing packet materials.

### 6. Staff training

All HACR staff members are informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all participants, including providing reasonable accommodations to persons with disabilities, as part of the agency's overall commitment to quality customer service. Staff is regularly trained on local, state, and federal fair housing laws and issues.

7. The Family Self Sufficiency (FSS) program is an important program for promoting housing opportunities, housing choice, and housing mobility through self-sufficiency. As such, HACR will take additional steps to ensure that this program is administered in a manner that affirmatively furthers fair housing. This includes:

- Advertising widely in the community for the FSS Coordinator Position if a vacancy should occur.

Whenever a FSS coordinator position is available and advertised, HACR will advertise throughout the community allowing all interested parties an opportunity to apply. Notices are published in the local newspapers, posted on the County of Riverside website, and distributed among HACR employees. Consideration will be given to qualified applicants who have experience in fair housing issues, housing counseling, and/or are bi-lingual.

- Marketing the FSS program to all eligible persons, including persons with disabilities,

persons with limited English proficiency and FUP Youth.

The FSS program will be marketed to all eligible persons, including persons with disabilities and persons with limited English proficiency. HACR markets the FSS program through periodic mailings to all Housing Choice Voucher (HCV) participants; announcements and program descriptions provided in briefing sessions and annual recertification packets; and lobby signs posted in our office locations. Translation services are available to persons with limited English proficiency at no cost to the participant. In addition, HACR employs several bi-lingual staff members who regularly provide assistance to Spanish speaking participants.

- Promoting fair housing in homeownership.

The FSS program has a goal of encouraging homeownership and housing mobility. To support this goal, HACR employs full-time FSS Coordinators that will provide referrals and/or resources to assist FSS participants with achieving home ownership. 8. Record Keeping

HACR will maintain a record of the following information for all participants: the race, ethnicity, familial status, and disability status of program participants; any reasonable accommodation requests and the disposition of each; and the employment status of all participants. Program information will be reviewed on an ongoing basis for program reporting and planning.

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