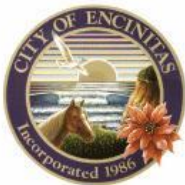


The Housing Authority of the City of Encinitas Administrative Plan

Approval Date: June 28, 2017



Submitted to:
Housing Authority of the City of Encinitas
505 South Vulcan Avenue
Encinitas, CA, 92024

Submitted by:
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CHAPTER 1- Program Authority and Objectives

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

The Housing Authority of the City of Encinitas (EHA) manages the Housing Choice Voucher (HCV) Program and other housing programs in the geographic area covering the city of Encinitas, California. Through EHA's assisted housing programs, eligible families are provided the opportunity to obtain decent, safe sanitary and affordable rental housing in the private market. In order to receive assistance in a particular unit, the family, owner and unit must meet the requirements established by HUD regulations and those specified in this Plan. The HCV program strives to provide these households with housing choices and the opportunity to move outside areas with a concentration of low income households.

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

1.1 Applicable Regulations

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

1.2 EHA Mission

The Housing Authority of the City of Encinitas' mission is to promote adequate and affordable housing, economic opportunity, and a suitable living environment for Encinitas residents of all income levels

1.3 Purpose of the Administrative Plan

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

The policies set forth herein shall be interpreted, implemented and acted upon in relation to the laws of the United States and the State of California, and all rules, regulations and policies enacted, enforced or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the Policies and Procedures described in this Administrative Plan and all of which are incorporated herein by reference and all current

rules, regulations and policies, including, but not limited to, Income Limits, Utility Schedules and Fair Market Rents, shall be in accordance with Federal law.

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

1.4 Approval of Plan and Use of Administrative Fee Reserves

Link: [PIH Notice 2015-17](#); [24 CFR 982.152](#)

Only the EHA Board of Commissioners is authorized to approve changes to the Administrative Plan. The Board must approve Expenditures of the administrative fee reserve in excess of \$100,000.

CHAPTER 2 - General Administrative Provisions and Policies

2.1 Confidentiality and Privacy Policy

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

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

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

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

Prior to utilizing HUD's EIV system, EHA will adopt and implement EIV security procedures required by HUD.

2.2 Record Retention Policy

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

EHA will keep all documents related to a family's eligibility, tenancy, and termination in accordance with HUD requirements and EHA's Records Retention and Disposition policy.

CHAPTER 3- General Fair Housing Policies

3.1 Nondiscrimination Policy

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

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

3.2 Complying with Civil Rights Laws

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

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

EHA’s housing programs are open to all eligible individuals regardless of sexual orientation, gender identity or marital status. EHA will not inquire about the sexual orientation or gender identity of an applicant or participant for purposes of determining eligibility or otherwise making such housing available. However, EHA may inquire about a person’s sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD’s 50058. EHA will not discriminate because of race,

color, marital status, sexual orientation, national or ethnic origin or ancestry, sex, religion, age, familial status, source of income, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities.

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

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

LOS ANGELES FHEO CENTER OFFICE
300 North Los Angeles Street,
Suite 4054
Los Angeles, CA 90012
(800) 347-3739

3.3 Owner Non-discrimination Requirements

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

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

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

3.4 Family Outreach and Affirmative Marketing

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

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

- A listing service of available rental property and owners
- A description of portability provisions available in the Housing Choice Voucher program
- A map that identifies areas within the City of Encinitas that are areas of low poverty and minority concentrations, and other general information which may include: bus lines; schools; shopping centers, etc.
- Other information as required.

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

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

3.5 Owner Outreach

Outreach to property owners is regularly conducted to develop interest in the program and to increase the number of units available in low-poverty areas. On a continuing basis, the EHA welcomes and encourages the participation of owners of decent, safe, and sanitary housing units.

EHA encourages program participation by owners of units located outside areas of poverty or minority concentration. EHA provides program information and printed materials to local realtors, agents, apartment associations and any interested landlords. EHA staff will be available to make presentations about the Housing Choice Voucher Program to these groups. EHA periodically evaluates the demographic distribution of assisted families within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more choices and better housing opportunities to families. Voucher holders are informed of the full range of areas within the EHA's jurisdiction where they may lease units and are given a list of owners who are willing to lease units outside areas of poverty or minority concentration.

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

3.6 Communication and Written Notification

[24 CFR 982.5](#)

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

3.7 Language Assistance Plan and Limited English Proficiency Policy

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

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

Based on U.S. Census data and the practices of other organizations within the jurisdiction, EHA has determined that the majority of participants speak either: English and Spanish. The EHA staff communicates in English but has access to Spanish speaking staff from other nearby departments.

Given very limited resources EHA will utilize the LEP plan of the City of Encinitas Housing Division. EHA will periodically review the need for an updated LEP plan (no less often than concurrently with the Five Year PHA Plan process), and the Plan will be updated if needed. The review will assess whether there have been any significant changes in the composition or language needs of the LEP population. EHA will analyze the various kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken if the costs imposed do not substantially exceed the benefits.

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

If an individual is in need of language assistance and the EHA has determined that the individual has Limited English Proficiency and language assistance is needed to provide meaningful access, the EHA will make reasonable efforts to provide free language assistance as set forth in the existing LEP.

The current LEP plan is:

- Distributed to all EHA staff.
- Available at the EHA office located at 505 South Vulcan Avenue, Encinitas, CA 92024.
- Posted on the City of Encinitas website. ([Encinitas LEP Plan](#))
- Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP persons.

3.7.1 LEP Options

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

3.8 Reasonable Accommodation Policy

Link: [24 CFR Part 8](#)

This policy applies to applicants and participants. A reasonable accommodation is a change, modification, alteration or adaptation in a policy, procedure, practice, program or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from a program or activity.

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

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

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

3.8.1 Legal Authority

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

- [Section 504 of the Rehabilitation Act of 1973](#) (Section 504);
- [Titles II and III of the Americans with Disabilities Act of 1990](#) (ADA);
- [The Fair Housing Act of 1968](#), as amended (Fair Housing Act);
- [The Architectural Barriers Act of 1968](#); and
- [24 C.F. R. Parts 8](#)

3.8.2 Definition of Disability

Person with disabilities is a person who:

- Has a disability, as defined in [42 U.S.C. 423](#);
- Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - Is expected to be of long-continued and indefinite duration;
 - Substantially impedes his or her ability to live independently, and
 - Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - Has a developmental disability as defined in [42 U.S.C. 6001](#).
- Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- Means "individual with handicaps", as defined in [§ 8.3](#), Definitions of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

3.8.3 Examples of Reasonable Accommodations

A reasonable accommodation may include, but is not limited to, the following:

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

3.9 Live in Aide Policy

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

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

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

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

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

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

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

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

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

- Does not meet EHA's eligibility criteria
- Would cause the current unit to become overcrowded according to EHA standards and local codes
- Does not meet other applicable EHA criteria as stated in this plan

3.10 Physical Impairment Policy

Link: [24 CFR Part 8.6](#)

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication is available at the EHA office.

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

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

3.11 Violence against Women Reauthorization Act Policy (VAWA)

Links: [Violence Against Women Reauthorization Act 2013](#); [24 CFR 5.2005 \(b\), \(d\), \(e\)](#); [24 CFR 5.2003](#); [24 CFR 5.2009](#); [24 CFR 5.2007 \(a\)\(1\)\(v\)](#)

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

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

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

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

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

An assisted family may receive a voucher and move in violation of the lease under EHA’s portability and move policies if the family has complied with all other obligations of the voucher program and moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, stalking or

sexual assault and who reasonably believed he or she was imminently threatened if he or she remained in the assisted dwelling unit.

EHA will request in writing that a family that seeks to move to another unit or prevent termination of assistance under a claim of VAWA, they must complete either: HUD- Form 5382 Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault. The victim shall provide the name of the perpetrator on the form only if the name of the perpetrator is safe to provide and is known to the victim. In lieu of, or in addition to the form, a victim may provide to EHA:

- a document that is signed by the applicant, participant, or tenant and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional who assisted the victim relating to domestic violence, dating violence, sexual assault, or stalking. The professional must state, under penalty of perjury, that he or she believes that the abuse meets the requirements under VAWA;
- a Federal, State, tribal, territorial, or local police or court record;
- a record of an administration agency; or
- a statement or other evidence provided by the applicant, participant, or tenant at the discretion of EHA or the landlord.

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

All information provided by the victim to an EHA employee or unit owner/manager relating to an incident of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, stalking or sexual assault must be retained in confidence and neither entered into any shared database nor provided to any related party, except to the extent that the disclosure is:

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

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

Bifurcation of the Lease

The EHA will allow the owner to bifurcate a family's lease and terminate the tenancy of a family member if the EHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, non-culpable family members. In making its decision, the EHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to the EHA by the victim.

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

EHA may, on a case-by-case basis, choose not to allow bifurcating the lease. If necessary, EHA will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, the EHA may offer the remaining family members a voucher to move if the owner agrees to a mutual rescission of the lease; or it may refer them to a victim service provider or other agency with shelter facilities.

Emergency Move

EHA will provide an Emergency Move to an assisted person under VAWA in the event that the person has certified to: i) that the person believes there is a threat of imminent harm from further violence if the participant remains within the same dwelling unit that the tenant is currently occupying; or ii) in the case of sexual assault, the sexual assault occurred on the premises during the 90-calendar day period preceding the date of the request for move.

In such circumstances, the EHA will prioritize the issuance of a voucher to move either within the jurisdiction or through portability and will expedite all actions necessary. The EHA will follow confidentiality procedures tailored to the particular circumstance.

Notification to Applicants and Participants

EHA will provide applicants and current participants with Notification of Occupancy Rights under the Violence Against Women Act:

- At move-in or issuance of assistance;
- At the time the applicant is denied assistance;
- With the next annual recertification;
- With any notice of termination of assistance.

CHAPTER 4- Applying to the Program and Waiting List

4.1 Application Process

When the HCV program waiting list is open, EHA uses a two-step application process. Under the two-step application process, EHA initially will require families to provide only the information needed to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and the amount of rent the family will pay when selected from the waiting list.

EHA will announce the reopening of the waiting list at least 10 calendar days prior to the date pre-applications will first be accepted. If the list is only being reopened for a specified time-period or to certain categories of families, this information will be contained in the notice. EHA will advertise through a wide variety of sources such as local and State newspapers, minority media, minority civic clubs, places of worship, service agencies, and broadcast media. An effort will also be made to notify elected officials, government agencies and other agencies that specifically address the needs of individuals with disabilities. The EHA will give public notice by publishing the relevant information in suitable media outlets.

Notices will include: the dates, times and locations where families may apply; the method for acceptance of application; the program for which applications will be taken and; a brief description of the program.

No one will be denied the right to request or submit a pre-application when the HCV waiting list is open. However, depending upon the composition of the waiting list with regard to family types and preferences and to better serve the needs of the community, EHA may only accept applications from any family claiming preference(s). When the HCVP waiting list is open, EHA will offer all applicants the opportunity to be listed on other EHA Program waiting lists, if open.

Accommodations will be made for interested, disabled applicants. In the event that on-line applications are utilized and an applicant needs assistance completing or submitting the on-line application, assistance may be provided over the phone or via other means as identified by EHA.

Completed pre-applications must be submitted in the manner specified (e.g. post office box or address; on-line via the internet). EHA reserves the right to accept pre-applications electronically via the internet or other automated system (including via telephone and/or with assistance from an EHA-authorized third-party via telephone) as deemed appropriate. EHA does not charge any fee for any part of the HCV pre-application or application process.

Only those pre-applications received by the due date as indicated by a postmark or other appropriate electronic submission verification tool during the time-period specified by EHA will be accepted as eligible pre-applications. The date the pre-application is received is the date it is postmarked or submitted electronically.

All fully complete pre-applications submitted will be placed on a list which will be used to create the waiting list for assistance. Duplicate pre-applications will be removed so that each applicant has only one opportunity to be placed in the random selection process. Applicants who have not completed their pre-applications will not be placed on the list. Applicants who submit pre-application forms after the closing date for submission will not be placed on the list.

An applicant is deemed preliminarily ineligible and not placed on EHA waiting list if:

- Currently housed in the same program and listed as the head of household or co-head of household.
- The pre-application is incomplete or missing required information.

At the time families are invited to complete a full application form, information provided will be verified by EHA, based on the criteria described in this Plan. Families that do not meet the income limits, other eligibility criteria, or do not provide the appropriate information will be determined ineligible.

4.2 Opening and Closing the Waiting List

Link: [24 CFR 982.206](#)

EHA may at its discretion open and close waiting list.

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

EHA will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice.

EHA will give public notice by publishing the relevant information in suitable media outlets. All notices and advertisements announcing the opening of the waiting list will include:

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

4.3 Merger and Cross Listing

The Housing Authority will merge the EHA tenant-based waiting list with other assisted housing programs including federal or local programs. HUD program requirements still apply to each separate housing program.

4.4 Cooperative Waiting List

The EHA, the Housing Authority of the County of San Diego, the San Diego Housing Commission, the cities of Oceanside, Carlsbad, and National City agree to maintain a cooperative waiting list for those applicants who live in the jurisdiction of the other housing agency.

Each housing agency will exchange waiting list applications (preserving the original time and date of application for applicants residing in the jurisdiction of the other agency) provided that the Housing agency had an open waiting list during that time period, or provide the earliest date available to the applicant.

Upon receipt of this data, each housing agency will place such applicants into their current waiting list using the original time and date of application. Applicants who are receiving rental subsidy assistance by a PHA member of the Cooperative will be removed from the EHA wait list.

4.5 Maintaining the Waiting List

The EHA may merge the housing choice voucher waiting list with the waiting list for any other program the EHA operates.

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

- Name and address of head of household
- Number of family members
- Social security number (head of household)
- Date of application
- Other criteria as deemed necessary by EHA or HUD.

4.6 Updating the Waiting List

The waiting list will be updated as needed to ensure that all applicant information is current. Failure to respond to EHA notices will result in the applicant being removed from the waiting list without further notice. The family's response must be in writing and may be delivered in person or by mail. Responses should be postmarked or received by the EHA not later than the specified date provided in EHA's letter. If the family fails to respond within the required time period, the family will be removed from the waiting list without further notice.

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

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

- During the time of any waiting list update or, at the time of notification for an interview, the applicant could not respond. For example, the applicant was incapacitated due to hospitalization or was unavailable due to active participation on Jury Duty;
- The applicant provides evidence that a change of address was submitted to EHA prior to the notice being issued by EHA;
- As a result of a data entry error, EHA computer system incorrectly recorded the address of the applicant; and, therefore, the applicant was improperly withdrawn from the waiting list for failure to respond to a EHA notice; or
- The applicant is a person with a disability who requires an alternative form of communication other than one normally used by EHA, and the applicant informed EHA, in advance, of the proper means of communication, as required by regulations.

At the time EHA conducts an opening of the waiting list to establish a new waiting list; no further requests for re-instatement will be accepted or considered from applicants claiming to have been on any prior waiting list. When EHA decides to update the Housing Choice Voucher waiting list, it will notify the applicants on the waiting list requesting updated information. The intent of the notification is also to determine whether the applicant is still interested in the Housing Choice Voucher Program.

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

4.7 Change in Circumstances

Preference

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

When an applicant claims an additional preference, they will be placed on the waiting list in the appropriate order determined by the newly claimed preference.

The exception to this is, if at the time the family applied, the waiting list was only open to

families who claimed that preference. In such case, the applicant must verify that they were eligible for the first preference before they returned to the waiting list with the new preference.

Change to the Family Composition

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

4.8 Communication and Written Notification

Link: [24 CFR 982.5](#)

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

4.9 Local Preferences

Link: [24 CFR 982.207](#)

A preference does not guarantee admission into the program. Every applicant must still meet EHA's Selection Criteria before being offered a voucher. EHA has the following HCV preferences:

- Special local preference will have a maximum of one voucher available to those who meet the following criteria: Eligible homeless applicants who have been referred by the San Diego County Continuum of Care or Coordinated Assessment and Housing Placement (CAHP) system who either meet the definition of homeless or who are exiting federally-assisted housing programs with no other permanent housing placement options. This preference is restricted to referrals through the CAHP system and is intended to assist applicants who are homeless in Encinitas, or living in a shelter in North County Coastal or Inland (as defined by San Diego Health and Human Services Agency) and can provide documentation of residing in Encinitas in the last six months. This selection preference is superior to the following ranking preferences.

For the applicants on the waiting list, the following order of preferences is established.

- Local Preference: EHA has established special local preference for an applicant who is a resident of the City of Encinitas; employed in the City of Encinitas; or who has been notified that they have been hired to work in the City of Encinitas. (50 points)
- Priorities: applicants with any one or combination of the priorities listed below. (50 points)
 - Elderly individual or family,
 - Disabled individual or family,
 - Families with dependent children where a head of household works and/or attends school/a training program,
 - Homeless individual or family,
 - Involuntarily displaced individual or family due to Government action, or
 - Veteran

For the purpose of determining eligibility and applying preference, a resident Household is one who is currently living in the City of Encinitas, or whose head of household or spouse is employed in the City of Encinitas.

For homeless persons to meet residency test, related to the Priorities list above, applicant must prove that they have resided within the City of Encinitas in the last six months.

A Veteran is a head of household or spouse who has discharged from military service under honorable or general conditions (with the exception of dishonorable), or a spouse of a deceased veteran.

To be eligible for the working priority, a head of household must be engaged in gainful employment averaging a minimum of fifteen (15) hours per week or seven hundred eighty (780) hours per year.

The use of the preferences by EHA will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family. When adopting a *new preference*, EHA will notify all applicants on the current waiting list to determine if any are eligible under the preference ([24 CFR §5.655\(c\)](#)). EHA will specify in a public notice of a waiting list opening that current waiting list applicants may qualify for the preference. The notice will include any other information new applicants and current applicants on the waiting list will need to know about how to successfully apply and establish their preference status, including any partnering agencies with whom the owner may be working to receive referrals or determine preference eligibility.

If an applicant makes a false statement in order to qualify for a Local preference, EHA will deny the preference. If the EHA denies a preference, EHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting review with a supervisor or his/her designee.

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

4.10 Assistance Targeted by HUD

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

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

The EHA does not currently administer HUD targeted funding vouchers.

4.11 Continuously Assisted Families

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

EHA will consider a family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were issued a voucher by EHA. Families assisted under the U.S. Housing Act (including all families occupying units in properties receiving Section

8 project-based assistance) are considered continually assisted. All such families are treated in the regulations as “special (non-waiting list) admissions”.

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

4.12 Relocation of Witnesses and Victims of Crime

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

Families who are active participants in a Witness Protection Program and who are in need of assistance to move and ensure their continued protection may be referred to EHA by either a Federal or State Law Enforcement Agency. Each referral must include certification by the Law Enforcement Agency that the family is a victim and/or witness of a violent crime and in a life-threatening situation. EHA will take all appropriate steps to maintain the confidentiality of each referral. All referred applicants must meet Housing Choice Voucher eligibility requirements.

4.13 Income Targeting Policy

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

The EHA will monitor progress in meeting the requirement to have seventy five percent (75%) of new admissions having income at the Extremely Low Income (ELI) level throughout the fiscal year. Extremely-Low Income families are now defined as families whose incomes do not exceed the higher of: Federal Poverty Level or 30 percent of Area Median Income. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met. Under limited circumstances, HUD rules allow admission of low-income families. If an applicant on the waiting list is skipped over, they will retain their original sequential number placement and be the first applicant offered an opportunity for assistance after the extremely low-income targeting requirement has been met.

4.14 Waiting List Placement

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

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

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

Applicants, including members of the family, who owe money to EHA or any other housing authority, will not be placed on the waiting list.

If an applicant or family requests copy of EHA's selection policies, the EHA will provide copies at .10 per page.

4.15 Selection from the Waiting List Notification

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

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

4.16 Removal from the Waiting List

The EHA will remove applicants from the waiting list if:

- The applicant has requested that their name be removed. In such cases, no informal review is required.
- The applicant has failed to advise the EHA of his/her continued interest in the housing choice voucher program during the waiting list update. This includes failing to notify the EHA of any changes in family status, address, etc.
- The applicant has failed to attend interviews and/or provide documentation in the required timeframes.
- EHA determines that the family is not eligible for admission at any time while the family is on the waiting list.

If a family is removed from the waiting list because the EHA has determined the family is not eligible for admission, a notice will be sent to the family's address of record. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review.

Chapter 5-Initial and Continuing Eligibility

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

5.1 Qualifications for Admission

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

- Are a family as defined by HUD and EHA.
- Are in compliance with EHA's criminal background policy.
- Qualify on the basis of citizenship or the eligible immigrant status of family members. Link [24 CFR Part 5, Subpart E](#)
- Provide documentation of Social Security numbers for all household members, or certify that they do not have Social Security numbers. Link: [24 CFR Part 5, Subpart B](#)
- Have income at or below HUD-specified income limits. Link: [24 CFR Part 5, Subpart F](#)
- Consent to EHA's collection and use of family information.

5.1.1 Income Eligibility

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

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

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

5.1.2 Social Security Number Disclosure

Link: [24 CFR 5.216](#), [5.218](#); [Notice PIH 2012-10](#)

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. (These requirements do not apply to noncitizens who do not contend eligible immigration status, though at least one member of the household must be a citizen or have eligible immigration status).

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

If a child under the age of 6 years was added to the applicant household within the 6-month period prior to the household's date of admission, the applicant may become a participant, so long as the documentation required is provided to the EHA within 90 calendar days from the effective date of the Housing Assistance Payment contract.

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

5.1.3 Citizenship Requirements

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

EHA will verify the citizenship/immigration status of applicants at the time other eligibility factors are determined. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. Each family member must declare whether the individual is a citizen, national or an eligible noncitizen. Family members who declare citizenship or national status will not be required to provide additional documentation supporting the individual's declaration of citizenship and national status unless the EHA receives information indicating that an individual's declaration may not be accurate, such as a birth certificate. Prior to being admitted, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original USCIS documentation. All eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age. Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be identified by the family in writing to EHA.

5.2 Family Definition

Link: [24 CFR 5.403](#)

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

- A single person, who may be an elderly person, displaced person, or any other single person
- A group of persons residing together and such group includes, but is not limited to:
 - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
 - An elderly family;
 - A disabled family;
 - A displaced family; and
 - The remaining member of a participant family.

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

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

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

Child (minor) relationship is determined only by: birth, adoption, a court order establishing custody, or a legal order from a qualified social service agency.

A family does not include:

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

Each family must identify the individuals to be included in the family at the time of application, and must notify the EHA if the family's composition changes within 14 calendar days.

5.2.1 Head of Household

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

5.2.2 Joint Custody

Dependents that are subject to a joint custody arrangement will be considered a member of the family if they live with the applicant or participant family more than 50 percent of the time.

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

5.2.3 Family Break Up

In the case of family break-up, EHA has the discretion to decide which members of an assisted family will continue to receive the housing assistance. If a court determines the disposition of property between members of an applicant or participant family as part of a divorce or separation decree, EHA will abide by the court's determination.

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

- The interest of any minor children, including custody arrangements
- The interest of any ill, elderly, or disabled family members
- The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking (VAWA) and provides documentation in accordance with this Administrative Plan

If a participant family breaks up into two otherwise eligible families, only one of the new families will continue to receive housing assistance.

If an applicant family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original waiting list position. Other family members may submit a new application if the waiting list is open. EHA will not approve a transfer of the voucher from one head of household to another head of household where it constitutes a violation of waiting list and preference policies.

5.2.4 Remaining Family Member

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

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

- The household reports the departure (or death) of the head of household in writing within 14 calendar days of the occurrence, and
- A replacement head of household is identified and reported to EHA in writing within 14 calendar days of the occurrence.
- The head of household agrees to a written repayment agreement for any rent or charges incurred by the former head of household.
- Those under 18 seeking to become the head of household must provide proof of emancipation.
- An adult, who becomes the guardian or other caretaker of remaining household member(s) who are minors, may apply to become head of household and must meet EHA's eligibility criteria.

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

5.3 Student Head of Household

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

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

- Is enrolled as a student at an institution of higher education, as defined under section 102 of the [Higher Education Act of 1965 \(20 U.S.C. 1002\)](#);
- Is under 24 years of age;
- Is not a veteran of the United States military;
- Is unmarried;
- Does not have a dependent child; and
- Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.

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

5.4 Guests/Visitors

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

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

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

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

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

5.5 Interviews/Appointments and Information

The family will be mailed a packet of documents to complete and a due date for providing the information. Once the information has been received, the family will be required to participate in an eligibility interview appointment. The family will be sent an appointment notice to their last known address indicating the date, time, place, who must attend and what documents must be presented at the interview.

All adult family members are required to attend the interview and sign forms and documents. Exceptions may be made for students attending school out of state for members for whom attendance would be a hardship. The head and spouse/co-head are both required to attend the interview. If the head of household cannot attend the interview, the spouse/co-head may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 14 calendar days to review the information and to certify by signature that all of the information is complete and accurate.

The family must provide the information necessary to establish the family's eligibility and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation. If the family does not provide the required documentation at the time of the interview, the interview will not take place and may be rescheduled when all the documents are submitted by the family. The family will be given a list of missing documents and the timeframe for returning the document, 14 calendar days. If the documents are returned complete within 14 calendar days the interview will be rescheduled. If the documents are not returned complete, EHA will determine that the applicant is no longer interested in housing assistance and will be removed from the waiting list. Extensions to the timeframe may be allowed based on emergencies and reasonable accommodations.

If the required documents and information are not provided within the required time frame (plus any extensions) the family will be sent a notice of denial. An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

5.5.1 Rescheduling the Eligibility Interview

If the family is unable to attend a scheduled appointment for good cause, the family must contact the EHA in advance of the interview to schedule a new appointment. If the family fails to attend a second scheduled appointment without EHA approval, EHA will deny assistance based on the family's failure to supply information needed to determine eligibility. Only for documented and verified extenuating circumstances (for example and not limited to: illness, hospitalization, jury duty etc.), the applicant may contact the EHA within 24 after the scheduled appointment and the appointment will rescheduled once.

5.5.2 Eligibility Notification

The EHA will notify a family in writing of their eligibility within 14 calendar days of the determination.

If the EHA determines that the family is ineligible, the EHA will send written notification of the ineligibility determination within 14 calendar days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review.

5.6 Criminal Background Policy

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

The EHA will perform criminal records checks at application for all adult household members (defined as 18 years of age or older), when a minor turns 18, or when adding an adult member to the household. The EHA will conduct criminal records checks when it has come to the attention of the EHA, either from local law enforcement or by other means that an individual has engaged in the destruction of property, engaged in criminal activity, or has interfered with the right to peaceful enjoyment of the premises of other participants.

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

5.6.1 Drug Abuse Treatment Information

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

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

5.7 Absences from the Unit

Link: [24 CFR 982.312](#)

5.7.1 Absent Family Member

The EHA will compute all applicable income of every family member who is on the lease, including those who are temporarily absent. Income of persons permanently absent will not be counted. It is the responsibility of the head of household to report changes in family composition and absences of family members.

Generally, an individual who is or is expected to be absent from the assisted unit for 2 consecutive months or 60 days or more in a 12 month period of time is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 90 consecutive days is considered permanently absent and no longer a family member.

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

5.7.2 Absence of Entire Family

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

- Conduct a special inspection
- Post letters on exterior door
- Review school records
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with the Post Office for forwarding address
- Contact the emergency contact

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

If a family is absent from the unit for more than 180 consecutive days the EHA will terminate assistance.

5.7.3 Absent Student

When a minor and/or a college students who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the EHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

5.7.4 Absences Due to Placement in Foster Care

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

If the child(ren) are removed from the home permanently, the voucher bedroom size will be adjusted in accordance with the EHA's occupancy guidelines.

5.7.5 Caretaker for a Child

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

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

5.7.6 Absent Head or Spouse Due to Employment

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

5.7.7 Individuals Absent (Confined) for Medical Reasons

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member. If there is a question about the status of a family member, the EHA will request verification from a responsible medical professional if the member will be gone more than 90 consecutive days (and up to 180 days after approval of the Section 8 Manager or authorized designee) and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

CHAPTER 6: Tenant Rent and Housing Assistance Payment Calculation

6.1 Definition of Income

Link: [24 CR 5.609\(b\)](#)

EHA uses HUD's definition of Annual Income. Annual income is the total income from all sources, including net income derived from assets received by the household head and spouse (even if temporarily absent) and by each additional household member including all net income from assets for the 12 month period following the effective date of initial determination or re-certification of income, exclusive of income that is temporary, non-recurring or sporadic as defined below, or is specifically excluded from income by other federal statute.

6.2 Assets

Link: [24 CFR 5.609\(b\) and \(c\), PIH Notice 2016-05](#)

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

When the total value of assets is \$5,000 or less, EHA will accept a family's declaration of the amount of assets and the amount of income expected to be received from those assets without requiring additional documentation or verification. All family members 18 years of age and older are required to sign the family's declaration of total assets along with required consent forms that are required pursuant to 24 CFR 5.230. EHA may choose to perform selective quality control verification of the family assets. A family that knowingly submits false information is subject to a civil penalty, plus damages, under the False Claims Act (31 U.S.C. 3729).

When the total value of assets is over \$5,000, EHA will use the greater of the actual amount of income from assets, or the imputed income from assets based on the Savings National Rate in effect at the time.

Whenever a family member is added, EHA will obtain third-party verification of that family member's assets. At the next annual reexamination of income following the addition of that family member, EHA will obtain third-party verification of all family assets if the addition of that family member's assets puts the family above the \$5,000 asset threshold. If the addition of that family member's assets does not put the family above the \$5,000 asset threshold, then EHA will not obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member; however, third-party verification of all family assets is required at least every 3 years.

6.2.1 Disposed Assets

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

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

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

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

6.2.2 Checking and Savings Accounts

In determining the anticipated income from an interest-bearing checking or savings account, the EHA will multiply the value of the account by the current rate of interest paid on the account.

6.3 Anticipating Income

When the EHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the EHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. The family file will be documented with a clear record of the reason for the decision, and how the EHA anticipated income.

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

6.4 Future Changes

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

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

6.5 Total Tenant Rent and HAP

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

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

Total Tenant Payment is the higher of:

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

Tenant Rent

- Tenant rent is calculated by subtracting the utility allowance for participant supplied utilities (if applicable) from the Total Tenant Payment.
- Where the utility allowance exceeds the Total Tenant Payment, the tenant will pay \$0 rent and may receive a reimbursement to be applied toward utilities.
- Where the owner pays for all utilities and provides the stove and refrigerator, Tenant Rent equals Total Tenant Payment.

Rent to Owner

Rent to owner is the greater of:

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

6.5.1 Prorated Assistance

HUD regulations prohibit EHA from providing housing assistance to noncitizens with ineligible immigration status. EHA will comply with all requirements of the regulations and EHA policies when determining and calculating prorated assistance. Prorated housing assistance payments are based on the number of eligible family members.

6.5.2 Payment Standards

Link: [24 CFR 982.505; 24 CFR 982.503\(b\),\(c\),\(g\)](#)

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

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

The payment standard is set by EHA between 90% and 110% of the HUD published FMR. EHA will review the payment standard at least annually to determine whether an adjustment should be made. As a reasonable accommodation, EHA may establish an exception payment standard of not more than 120% of the published FMR.

6.5.3 Utility Allowances and Utility Reimbursements

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

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

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

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

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

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

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

6.6 Minimum Rent and Hardship Exemptions

Link: [24 CFR 5.630](#)

EHA has adopted a minimum rent for the program of \$50. It is used as determined when applying the formula to calculate Total Tenant Payment as described above.

Minimum Rent Hardship Exemption

EHA will grant an exemption from application of the minimum monthly rent to any family making a proper request, in writing that it is unable to pay the monthly minimum rent because of financial hardship, which includes:

- 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 an alien lawfully admitted for permanent residence under the Immigration and Nationalization Act, who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- Family income has decreased because of changed circumstance, including loss of employment;
- A death in the family that affects the family circumstances; or
- Other circumstances as determined by EHA on a case-by-case basis.

If a family requests a hardship exemption, EHA will suspend the minimum rent charge and adjust the HAP payment effective on the first of the month following the change in the family's circumstances. The family must provide documentation of the hardship. EHA will determine if the hardship is temporary or long term.

If the hardship is determined to be temporary, the minimum rent will be suspended for a period of ninety (90) days from the date of the family's request. At the end of the 90-day period, the minimum rent will be reinstated retroactively to the date of suspension. EHA will offer to execute a reasonable repayment agreement to cover the minimum rent charges accumulated during the suspension period. If EHA determines that the hardship is long term, the exemption will be applied so long as the hardship continues. Hardship determinations are subject to EHA's informal hearing process.

6.7 Disallowance of Earned Income

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

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

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

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

Families eligible for and participating in the disallowance of earned income prior to May 9, 2016 will continue to be governed by HUD regulations in effect immediately prior to that date.

CHAPTER 7: Request for Tenancy Approval and Leasing

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

7.1 Voucher Issuance

7.1.1 Housing Choice Voucher Issuance and Briefing

All eligible applicants (based on full and complete verification) are required to participate in a briefing before a Voucher is issued. The briefings may be group, individual or online meetings. A Voucher will be issued after the applicant completes the briefing session.

Briefing Packet

Link: [24 CFR § 982.301\(b\)](#) ; [PIH Notice 2016-09](#)

Each family will receive a briefing packet containing, but not limited to, the following:

- The term of the Voucher;
- A description of EHA's policy on granting extensions or suspensions of term and how a family can request extensions;
- Information on computing the Housing Assistance Payment;
- Information on the Payment Standard and EHA's Utility Allowance Schedule;
- How EHA determines the maximum rent for an assisted unit;
- What the family should consider in deciding whether to lease a unit such as unit condition, reasonableness of rent, cost of tenant-paid utilities, whether the unit is energy efficient, and location of unit to public transportation, employment, schools and shopping;
- Where the family may lease a unit using portability and how portability works;
- HUD required tenancy addendum;
- Request for Tenancy Approval and the process of obtaining an inspection;
- EHA's policy on providing information to prospective landlords;
- EHA's subsidy standards including any exception to these standards;
- HUD brochure on selecting a unit;
- Information on Upfront Income Verification (UIV) tools used to verify income;
- HUD brochure, *Protect Your Family From Lead in the Home*;
- Fair Housing Brochure and information, (HUD-903) and a Discrimination Complaint Form (HUD-903a);
- Notification of Occupancy Rights under the Violence Against Women Act and Certification Form (Form HUD-5380; HUD - 5382)
- List of landlords or real estate agents who may be willing to lease a unit or may be able to help the family locate a unit; or information regarding computerized databases listing available units

- Notice that if the family includes a disabled person, the family may request a current listing of accessible units, known to EHA, that may be available;
- Family program obligations;
- HUD's EIV use
- Grounds under which EHA may terminate the family's assistance;
- Informal hearing and review process and how to request a hearing;
- Other items as EHA may determine.

7.1.2 Briefing Session

The briefing will cover the information in the packet and discuss the following topics:

- Family, Owner and EHA Responsibilities under the Lease and Contract
- Expiration and Extension of the Voucher
- A description of the general location and characteristics of neighborhoods in the City of Encinitas.
- Tips on Where to Look for Housing
- Sources of information on available units (e.g., newspapers, community bulletin boards) should be obtained. EHA will also provide a list or an on-line link to a database of owners who have indicated a willingness to participate in the Housing Choice Voucher Program.
- Housing Quality Standards
 - HQS, rent reasonableness and procedures for inspections will be addressed. Housing quality standards to be used are described in 24 CFR 982.401.
- Encouragement to consider all neighborhoods within the City of Encinitas when searching for a unit. EHA will provide information on portability of the Voucher and its use to move out of areas of high poverty concentration.
- Landlord-Tenant Laws and Federal, State and Local Fair Housing Laws
- The participants' fair housing rights and what to do if discrimination is encountered will be discussed. In cases where discrimination is suspected, EHA will advise and assist the family to file a discrimination complaint with the Department of Housing and Urban Development.
- Assistance to Elderly and Individuals with Disabilities
- Additional assistance that is available for persons with disabilities or elderly households will be described. Housing Choice Voucher staff will provide as much assistance as possible and refer participants to social service agencies as needed.
- Calculations/Explanation of Total Tenant Payment, HAP, Maximum Subsidy, Utility Allowances, and Utility Reimbursements
- The applicable Payment Standard and Utility Allowance will be discussed as well as calculation of Total Tenant Payment, Family Share, and Family Rent to Owner, Housing Assistance Payment, Maximum Subsidy, and Utility Reimbursement. Allowances will also be explained.
- Information Provided to Prospective Landlords about Participants
- Information regarding Occupancy Rights under the Violence Against Women's Act

Program participants will be informed how to contact the HCV program to discuss and assist with any program related issues. Participants will be instructed to contact owners directly to request needed maintenance or repairs; however, if the owner fails to respond within a reasonable period of time, the family should contact the EHA Inspections Department to schedule a complaint inspection.

7.2 Voucher Term

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

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

7.2.1 Voucher Extensions

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

Requests for extensions must be submitted to EHA in writing prior to the expiration of the voucher term. Extensions are permissible at the discretion of the EHA up to a maximum of an additional sixty days. The maximum time limit on the voucher term (including extensions) is 120 days, except when a reasonable accommodation is granted for persons with disabilities or to find new housing when an assisted household has to be divided as a result of the violence or abuse covered by VAWA.

EHA is not obligated to grant an extension, but may consider any of the following circumstances in its decision:

- Extenuating circumstances such as hospitalization or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.

The EHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking assistance of the EHA, throughout the initial sixty-day period. The EHA will promptly decide whether to approve or deny an extension request and will provide the family written notice of its decision.

7.2.2 Voucher Suspension

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

7.3 Subsidy Standards

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

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

7.3.1 Subsidy Standards Chart

Link: [24 CFR 982.402](#)

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

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

One bedroom is assigned for the head of household (including spouse or significant other, if applicable) and another bedroom is assigned for each additional two persons residing in the household, regardless of gender, age, or relationship. EHA will also consider the following conditions when determining the unit size designated for the family's voucher:

- Authorized live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family.
- Foster children will be included in determining unit size only if they will be in the unit for at least six (6) consecutive months.
- Space may be provided for a child who is away at school, but who lives with the family during school recess.
- A household in which the parent shares joint custody of a dependent child will include the child on the lease and will be counted for purposes of establishing occupancy standards for unit size if:
 - The head of household is legally entitled to physical possession of the child more than 50% of the time; and
 - The child actually physically resides in the unit with the head of household more than 50% of the time; and

- If the child is school age, the head of household is listed as the legal guardian on the child's school enrollment documentation, and the address of record is the head of household's address.

A total of two additional members per living/sleeping area may be approved at the request of the participant. EHA will only grant increases in voucher size in cases of birth, adoption, court awarded or other legally documented custody.

All requests for exceptions to the occupancy standards must be submitted in writing.

7.3.2 Exceptions to Subsidy Standards

A participating family may request a subsidy exception at any time; however, if the family is in the first term of the lease, or in a lease other than month-to-month, or is not eligible for move for any other reason, the request may be denied based upon the family's ineligibility to move at the time of the request.

7.3.3 Unit Size Selected by Family

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

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

7.3.4 Under-Housed and Over-Housed Families

If a unit does not meet HQS space standards due to an increase in family size or change in family composition, EHA will issue the family a voucher to move to an appropriate sized unit. HQS requirements permit a maximum of two persons per living or sleeping room in the units.

Families will not be required to use rooms other than bedrooms for sleeping purposes in the Voucher size determination. Participants may elect to use other areas of the unit as living/sleeping areas in determining the total number of persons eligible to live in the unit as a result of the family's request to add household members. A total of two additional members per living/sleeping area may be approved at the request of the participant.

7.4 Allowable Housing Types

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

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

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

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

- Single dwelling unit or multi-family units with an un-enclosed swimming pool that may be accessed (un-secured) - if the family includes a child/children under the age of 12.
- Hotels
- Motels
- Nursing homes
- College or school dormitories
- Other types disallowed by HUD regulations
- Unit occupied by its owner or a person with any interest in the dwelling unit
- Unless its lease was effective prior to June 17, 1998, a family may not lease a property owned by relatives, i.e.: sister, brother, mother, father, spouse, son, daughter, grandmother, grandfather

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

- Independent Group Residences,
- Congregate Housing,
- Single Room Occupancy Facilities

7.5 Request for Tenancy Approval (RFTA) and Disapproval of RTA

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

7.5.1 Request for Tenancy Approval

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

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

The RFTA and all associated documents must be submitted in-person or by mail.

The family may submit only one RFTA at a time. When the family submits the RFTA the EHA will review the RFTA for completeness. If the RFTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RFTA, the EHA will notify the family and the owner. The owner will be given 14 days to submit an approvable RFTA from the date of disapproval.

7.5.1.1 Proof of Ownership

EHA will require all property owners who request to rent their units through the HCV program to provide proof of ownership, the property parcel identification number, and a W-9 form. Acceptable forms of ownership documentation include a deed, property tax records and a HUD settlement statement (for transactions processed within the last 30 days of the date the HAP is to be executed). The owner must provide at least one (1) document establishing ownership. EHA may compare the documentation provided by the property owner with information available with local governmental bodies.

In cases where the owner has elected to utilize the services of a property management company or has otherwise designated an agent to act on his/her behalf, EHA may request a copy of the management or agent agreement, a statement from the owner identifying the individual/s authorized to execute HAP Contracts on his/her behalf in addition to proof of ownership documentation.

EHA may not enter into a Housing Assistance Payment contract for any property until ownership, and, if applicable, authorization to act on the owner(s) behalf, are clearly established. EHA reserves the right to request additional documentation as necessary.

7.5.1.2 Tenancy Addendum

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

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

7.5.1.3 Dwelling Lease

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

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

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

7.5.1.4 New Lease Required

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

7.5.2 Disapproval of RFTA

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

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

7.5.2.1 Restriction on Renting to Relatives

Housing Choice Voucher recipients may not rent units which are owned by a close relative (defined as the parent, child, grandparent, grandchild, sister, or brother) of any member of the recipient's household. The exception to this rule is if the recipient household member has a disability and, renting from a close relative is determined to be a reasonable accommodation. This policy applies only to new admissions and transfers. The policy does not affect current participants who are leasing units from close relatives until they decide to move or unless the owner wishes to amend the lease or execute a new HAP Contract for the same unit.

7.6 Information to Owners

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

It is the responsibility of the owner to determine the suitability of prospective families as EHA does not screen for suitability as renters. Owners are encouraged to screen applicants to determine the family's suitability as a renter. Owners may not discriminate on the basis of race, religion, sex, color, national origin, disability, sexual orientation, gender identity, familial status or other protected class as defined by the federal, state, or local laws.

If requested by an owner in writing, EHA will provide the following information:

- Previous owner name, address and phone number, if known; and,
- Current owner name, address and phone number

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

7.7 Security Deposit

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

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

7.8 Separate Agreements

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

The EHA permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease. Any items, appliances, or other services that are not customarily provided to unassisted families as part of the dwelling lease with those families, are not permanently installed in the

dwelling unit and where the family has the sole option of not utilizing the item, appliance or service, may be included in a separate non-lease agreement between the owner and the family.

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

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

7.9 Initial Rent Burden

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

7.10 Owner Disapproval

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

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

- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The owner has engaged in any drug-related criminal activity or any violent criminal activity;
- The owner has a history or practice of non-compliance with the HQS for units leased under the participant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- The owner has a history or practice of failing to terminate tenancy of participants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the participant, any member of the household, a guest or another person under the control of any member of the household that:
 - (i) Threatens the right to peaceful enjoyment of the premises by other participants;
 - (ii) Threatens the health or safety of other participants, of employees of the EHA, or of owner employees or other persons engaged in management of the housing;
 - (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
 - (iv) Is drug-related criminal activity or violent criminal activity.

- The owner has a history or practice of renting units that fail to meet state or local housing codes; or
- The owner has not paid state or local real estate taxes, fines, or assessment.
- When HUD has informed EHA that disapproval is required because:
 - Owner has been disbarred, suspended, or subject to a limited denial of participation
 - Federal government has instituted an administrative or judicial action against the owner for violating the Fair Housing Act or other federal equal opportunity requirements and such action is pending;
 - Court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

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

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

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

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

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

- Complete statement of the facts of the case;
- Analysis of the specific conflict of interest provision of the HAP contract and justification as to why the provision should be waived;
- Analysis of and statement of consistency with state and local laws. The local HUD office, the EHA, or both parties may conduct this analysis. Where appropriate, an opinion by the state's attorney general should be obtained;

- Opinion by the local HUD office as to whether there would be an appearance of impropriety if the waiver were granted;
- Statement regarding alternative existing housing available for lease under the HCV program or other assisted housing if the waiver is denied;
- If the case involves a hardship for a particular family, statement of the circumstances and discussion of possible alternatives;
- If the case involves a public official or member of the governing body, explanation of his/her duties under state or local law, including reference to any responsibilities involving the HCV program;
- If the case involves employment of a family member by the EHA or assistance under the HCV program for an eligible EHA employee, explanation of the responsibilities and duties of the position, including any related to the HCV program;
- If the case involves an investment on the part of a member, officer, or employee of the EHA, description of the nature of the investment, including disclosure/divestiture plans.
Where the EHA has requested a conflict of interest waiver, the EHA may not execute the HAP contract until HUD has made a decision on the waiver request.

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

CHAPTER 8: Housing Quality Standards and Inspections and Rent Reasonableness

Links: [24 CFR 982.305](#); [982.401](#); [982.405\(b\)](#); [HOTMA §101\(a\)\(1\)](#)

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

EHA will maintain reports for inspections conducted using an alternative inspection method for at least three years from the date of the latest inspection.

8.1 Initial Inspections

EHA will conduct the initial inspection generally within 15 days after receiving a completed RFTA from the family and the unit is ready for inspection. The owner or owner's representative must be present at the initial inspection and any re-inspection. The applicant is permitted but not required to be present. All utilities must be in service at the initial inspection or the inspection will fail. For the re-inspection, the utilities must be turned on.

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

If the unit fails the initial HQS inspection, the owner will be notified of the deficiencies. The owner is required to contact EHA within 14 calendar days of the initial inspection to advise the repairs have been made. If the unit fails the re-inspection, the family must select another unit. EHA may agree to conduct a second re-inspection when requested and there is good cause to grant the request.

8.2 Annual and Biennial HQS Inspections

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

EHA may choose to inspect units according to HQS either annually or biennially. EHA will perform HQS inspections of units no less often than every 24 months. EHA may select units with a history of HQS inspection passes without deficiency to be inspected on a biennial basis. Biennial inspections are subject to quality control review.

8.3 Quality Control Inspections

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

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

8.4 Special Inspections

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

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

8.5 Emergency Inspections

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

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, the EHA will determine if the failure is a life-threatening condition. Items considered life threatening or of an emergency nature include but are not limited to the following:

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

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

When failures that are not life-threatening are identified, the EHA will send the owner and the family a written notification of the inspection results within 7 business days of the inspection. The written notice will state that the re-inspection will occur within 30 days, without a EHA approved extension. The owner must contact EHA when the unit is ready for re-inspection within the 30 day time requirement.

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

8.6 Rent Abatement and Contract Terminations for HQS Violations

EHA will inform the owner and family of failed inspection results and the timeframe for correcting deficiencies. If life-threatening deficiencies are not corrected within 24 hours, and non-life threatening deficiencies are not corrected within the specified time frame, generally less than 30 days (or any EHA-approved extension), the owner's HAP will be abated in accordance with EHA policy.

EHA will advise the owner, in accordance with the HAP contract, when EHA plans to abate housing assistance (HAP) payments. When an owner fails to correct cited deficiencies within the specified time frame, HAP payments will be abated at the end of the month in which the failed re-inspection occurred, and will continue until such time when:

- The owner corrects the deficiencies, in which case the housing assistance payments may be resumed as of that date; or
- The HAP contract expires or is terminated.

No retroactive HAP payments will be made for the period during which the rent abatement occurred. When the deficiencies are corrected, however, proration of the monthly HAP payment may be provided to the owner based on the date a EHA inspector certified the required work was completed. EHA will terminate HAP contracts which are under abatement at the earlier of: a) the month the family living in the unit has moved, or b) two months after the last HAP payment was made.

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

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

In the case of family caused deficiencies, EHA will advise the family that if corrections are not made within the specified time frame (or any EHA-approved extension, if applicable) the

family's assistance will be terminated in accordance with EHA policy. The HAP contract will be terminated when the family's assistance ends.

8.7 Scheduling Inspections and Family Attendance

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

The family must allow the EHA to inspect the unit at reasonable times with reasonable notice. The family and owner will be given reasonable notice (at least five calendar days prior) of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections may be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday. In the case of a life-threatening emergency, the EHA will give as much notice as possible, depending on the nature of the emergency.

8.7.1 Missed and Rescheduled Inspections

An owner is not allowed to cancel an annual, special or quality control inspection.

The family may only request to cancel and reschedule the annual inspection for good cause: e.g. unavoidable conflict, which seriously affects the health, safety or welfare of the family. EHA may require the family provide documentation in support of the request. The family may only cancel and reschedule the annual inspection and/or any subsequent re-inspections once. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within 14 calendar days.

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

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

8.8 Owner Self-Certifications of Repairs

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

When a unit has been inspected and fails to meet the Housing Quality Standards, EHA may elect to accept a self-certification signed by the owner and the tenant that the repairs have been completed. Owners and tenants may submit photographs verifying repairs for Annual and Complaint inspections only, in accordance with PIH Notices 2012-15 and 2013-17 or any superseding notice. Photos will be considered on a case-by-case basis. Units where verification of repair by self-certification and/or photographs are used may be subject to additional quality

control inspections. EHA will not accept self-certifications on initial inspections, life-threatening deficiencies, if an inspection had more than ten deficiencies, or when the agency deems it is in the best interest of the agency.

8.9 Extensions

Link: [24 CFR 982.404](#)

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

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

The length of the extension will be determined on a case by case basis, but will not exceed 60 days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 14 calendar days, once the weather conditions have subsided.

8.10 Owner and Family Responsibilities

It is the owner's and tenant's responsibility to maintain the unit within HQS compliance throughout the term of assistance. Failure to maintain HQS could result in HAP abatement, HAP contract termination and/or loss of program participation.

8.10.1 Tenant Responsibilities

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

The family is responsible for correcting inspection failures caused by:

- Tenant-paid utilities not in service
- Failure to provide or maintain tenant-supplied appliances
- Smoke detector(s) missing
- Blocked window/doors (prevents egress from unit)

EHA may terminate the family's assistance if the family:

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

8.10.2 Owner Responsibilities

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

The owner is responsible for all HQS violations not listed as a family responsibility above. EHA generally conducts no more than two inspections per unit during the biennial inspection process. On occasion, EHA may grant an owner's request for third inspection.

Owners are encouraged to inspect their property periodically during the term of the HAP contract to ensure compliance.

8.12 Rent Reasonableness

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

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

- At initial lease up
- When an owner requests a rent increase
- If the FMR is decreased by 5% or more

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

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

The EHA will take into consideration:

- The location, size, unit type, quality, and age of the unit.
- Any amenities, housing services, maintenance and utilities provided by the owner under the lease.

8.12.1 Decreases in the Fair Market Rent:

In the event that HUD FMRs' decrease, EHA will allow families that are currently under a HAP contract to continue to use the payment standard in effect for the current lease. However, in the event that the family moves to a new unit or in the event that the owner requests a rent increase, the new or current payment standard will be applied to the voucher.

Families under a HAP contract at the time of the decrease in the payment standard, the new decreased payment standard would be applied to those families' subsidy calculations at their second regular reexamination following the decrease in the payment standard amount.

8.12.2 Methodology

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

The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable unassisted units in the same market area.

The EHA will notify the owner of the unit's rent reasonableness amount. The owner may submit information about other comparable units in the market area within 10 calendar days of EHA's notification. The EHA will confirm the accuracy of the information provided and consider this additional information when making final rent reasonableness determinations.

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

CHAPTER 9: Housing Assistance Payment Contract

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

EHA makes every effort to execute the HAP contract with the owner as quickly as possible on or after the unit passes inspection and all required documents have been submitted. If the HAP contract is not executed and/or required documents are not received within 60 days of the HAP effective date, EHA will void the HAP contract. Required documents include:

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

9.1 HAP Payments

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

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

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

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

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

Owner payments will be placed on hold if:

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

9.2 Right to Recoup Amounts Paid

If a contract is terminated after a payment has been made, or it is determined that an owner accepted payments for a unit not occupied in accordance with the terms of the HAP contract, EHA may recoup amounts paid erroneously by withholding any payment owed to that owner, even if the payment owed is for another HCV participant. In limited circumstances, such as EHA error, an owner may have the option to enter into a repayment agreement with EHA to pay amounts owed to EHA. EHA may deny any new RTA for an

owner who has a balance outstanding to EHA or withhold HAP payments on new contracts until outstanding balances have been satisfied. EHA may also pursue other means of collection for debts owed the PHA.

9.3 Owner Rent Increases

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

At all times during the assisted tenancy, the rent to the owner may not exceed the reasonable rent as most recently determined or re-determined by EHA.

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

If the rent increase request is received as noted above, EHA will review the rent increase request and determine that the requested amount meets rent reasonableness requirements and that the family agrees to the increase. If approved, the rent adjustment will be effective the first day of month on or after the contract anniversary date or 60 days following receipt of the owner request on the first of that month, whichever is later. The family will be issued a voucher to move and the HAP contract will be terminated if:

- The rent is not reasonable and the owner is unwilling to negotiate an approvable rent amount; or
- The family elects to move because of the rent increase and provides proper notification to the owner in accordance with the lease terms and to EHA at least 30 days in advance.

EHA may, due to HUD funding constraints, limit, suspend and/or request voluntary deferment of rent increases.

9.4 Unit Ownership Changes

EHA must receive a written request by the initial owner in order to change the HAP Contract payee and/or the address to which payment is to be sent. In the event prior written consent was not requested nor granted, the HAP contract is terminated. EHA will process a change of ownership provided the following documents are received from the new owner:

- Proof of ownership, i.e. copy of escrow statement, deed of trust, or other document showing the transfer of title (see Proof of Ownership in this Plan).
- Completed W9 with Social Security or Tax Identification Number (TIN)
- In cases where the owner has elected to utilize the services of a property management company or has otherwise designated an agent to act on his/her behalf, EHA may request a copy of the

management or agent agreement, a statement from the owner identifying the individual/s authorized to execute HAP Contracts on his/her behalf in addition to proof of ownership documentation.

- Owners are required to provide a Tax Identification Number (TIN) or a Social Security Number that matches their banking information. EHA will not enter into a contract where the owner is unable to establish a TIN/SSN that matches names or entities identified on ownership documents.
- The effective date of the HAP contract assignment; and
- Other documents as required

When a change in ownership occurs, the new owner legally assumes the current lease and the current HAP contract. At EHA's or the new owner's request a new HAP contract may be executed, however the lease terms remain the same and new HAP term matches the existing lease. EHA is not responsible for funds already disbursed to the former owner.

9.5 HAP Contract Terminations

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

EHA will terminate a current HAP contract or deny approval of a new HAP contract when: EHA

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

EHA may terminate the HAP contract for any owner breach of contract, including the following:

- HAP contract violation including not maintaining HQS
- Any fraud or bribery or other corrupt or criminal act in connection with Federal housing programs;
- Has a history or practice of failing to terminate tenancy of tenants of assisted units 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: (a) threatens the right to peaceful enjoyment of the premises by other residents; (b) threatens the health or safety of other residents, of employees of EHA, or of owner employees or other persons engaged in management of the housing; (c) threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or, (d) commits drug-related criminal activity or violent criminal activity.
- Engaging in any drug-related criminal activity or any violent criminal activity; or

- Any failure to comply with mortgage insurance/loan program regulations, or bribery or other corrupt or criminal act in connection with the program. (Only for projects with mortgages insured or loans made from HUD.)
- Seriously delinquent taxes.
- Habitual failure to maintain HQS.

The nature and extent of circumstances will be considered when such HAP contract terminations are proposed.

The HAP contract will terminate on the last day of the month following the month in which EHA provided the owner with notice. No future subsidy payments on behalf of the family will be made by EHA to the owner after the month in which the Contract is terminated. The owner must reimburse EHA for any subsidies paid by EHA for any period after the contract termination date or if it is determined that an owner accepted payments for a unit not occupied in accordance with the terms of the HAP contract. EHA may recoup HAP due to the Authority by withholding any payment owed to that owner, even if the payment owed is for another HCV participant (see Right to Recoup Amounts Paid in this Plan). EHA may deny any new RTA for an owner who has a balance outstanding to EHA or withhold HAP payments on new contracts until outstanding balances have been satisfied. EHA may also pursue other means of collection for debts owed to EHA.

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

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

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

If the owner has begun eviction and the family continues to reside in the unit, EHA will continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the family. HAP payment will stop the first of the month following the legal eviction or the date the family moves from the unit whichever is earlier. The owner may not terminate tenancy for EHA's failure to pay the housing assistance payment.

9.6 HAP Termination due to Insufficient Funding

EHA may terminate the HAP contract if it is determined, in accordance with HUD requirements, that the funding under the consolidated ACC is insufficient to support the continued assistance

for families in the program. In the event the termination of HAP contracts becomes necessary, EHA shall exempt the following:

- Elderly persons, sixty-two (62) years and older
- Disabled families
- Section 8 Homeownership Program applicants
- Families receiving voucher assistance as a result of relocation due to HOPE VI development
- Families receiving voucher assistance through special purpose vouchers.

EHA reserves the right to determine the methodology of termination of HAP contracts. Such methodology shall be based on income. Families currently paying seventy-five percent (75%) or more of contract rent will have the HAP contracts terminated. If after terminating families paying seventy-five percent (75%) or more of contract rent, there continues to be insufficient funding, the families paying fifty percent (50%) to seventy-four percent (74%) of contract rent will be terminated. If there continues to be insufficient funding, then, families paying twenty-five percent (25%) to forty-nine percent (49%) of contract rent will be terminated. The order of families being terminated in these payment groups shall be conducted on a first in, first out basis. i.e., those families who have participated the longest in the program by lease-up date will be the first HAP contracts terminated. Notice of the HAP contract termination will be provided to the tenant and owner. Families terminated due to lack of sufficient HAP funding leaving in good standing shall be afforded, when available, other housing opportunities. Families removed from the program shall be placed on a list to be reinstated on the program when funding becomes available.

CHAPTER 10: Verifications

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

It is the responsibility of the applicant/participant to provide timely and accurate information regarding income and other factors, to the extent that EHA is able to complete verification processes in accordance with HUD regulations. Failure on the part of the applicant/participant to provide necessary information may result in denial of the application or termination of program participation.

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

10.1 Eligibility and On-going Participation Verifications

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

- Household composition
- Annual Income
- Assets and Asset Income
- Deductions from Income
- Social Security Numbers of all household members
 - Pending disclosure and documentation of social security numbers, EHA will allow the family to retain its place on the waiting list for 90 days. If not all household members have disclosed their SSNs at the next time a voucher becomes available, EHA will offer a voucher to the next eligible applicant family on the waiting list.
 - Citizens and lawfully present noncitizens who state that they have not been assigned an SSN by the SSA will make such declaration in writing and under penalties of perjury to EHA.
 - If the family provides an unacceptable document, EHA will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to EHA within 60 days.

- If the family certifies that the required evidence is temporarily unavailable and it needs more time, EHA may provide an extension of up to 30 days to submit evidence of eligible status, if the family has submitted the required declaration of eligible immigration status. To obtain an extension, the family must also certify that prompt and diligent efforts will be undertaken to obtain the evidence.

- Applicant Criminal History Information
- Citizenship or eligible immigration status
- Preferences

10.2 Methods of Verification

[Notice PIH 2010-19](#); [Notice PIH 2013-23](#)

EHA will rely primarily on Upfront Income Verification (UIV) tools and third party verification to verify income and other eligibility factors. Documentation of all verifications will be placed in the applicant/participant file. EHA follows HUD's hierarchy of verifications attempting the highest level of verification prior to moving on to another verification method.

- Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Up-front Income Verification (UIV) using a non-HUD system
- Written Third Party Verification provided by applicant or participant
- Written Third-party Verification Form
- Oral Third-party Verification
- Self-Certification

10.2.1 EIV Verification Process

[24 CFR 5.233](#)

EHA uses HUD's Enterprise Income Verification (EIV) system to verify participant employment, earned income, unemployment benefits, and social security (SS), and supplement security income (SS) benefits information at annual and interim reexaminations. EHA will also use HUD's EIV system to monitor potential duplicate subsidies, deceased individuals, household member identity, under and non-reported income, and immigration status. When required, EHA will also independently verify EIV information prior to taking adverse action against a family.

10.2.2 Requirements for Non-EIV Verifications

- EHA will review documents provided by applicants/current participants and determine whether the documents are sufficient to satisfy HUD verification criteria. Documents

provided by the family must not be damaged, altered or in any way illegible, and must be dated within 60 days of the request date.

10.2.3 Third Party Written Verifications

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

EHA may use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$5000 annually.

EHA will determine that third-party verification is not available when there is a service charge for verifying an asset or expense.

10.2.4 Third Party Oral Verifications

EHA will document the oral verification or the attempt to verify in the family's file.

10.2.5 Family Self-Certifications

Notice [PIH 2013-03](#)

The documents in the application packet and annual reexamination packet serve as the family's self-certifications. When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to EHA. EHA may require the family to certify that a family member does not receive a particular type of income or benefit.

CHAPTER 11: ONGOING PROGRAM OPERATIONS

11.1 Annual Re-Certifications

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

The EHA will conduct a re-certification of income and family composition annually. Annual re-certifications may be completed by mail, in person or electronically. EHA will provide the participant with all required certification materials to be completed. The participant and all adult family members must complete and submit all the required documents within the specified period of time. If any documents are missing from the file (social security cards, birth certificates, citizen declaration forms, etc.) the participant is required to provide the documents upon request (at annual re-certification, interim certification, or at any time requested by EHA).

EHA may follow up by telephone, email and/or require in-person appointments with participants, as needed to request additional information, seek clarification, review reexamination documents, and/or conduct quality control. Participants will be provided up to two opportunities to complete the re-examination requirements within the prescribed timeframes. Persons with disabilities who require assistance completing required documents will be granted a reasonable accommodation to complete documents within prescribed timeframes. If all documents and information are not submitted to EHA within the timeframe, and any allowed extensions, the voucher will be terminated effective on the participant's reexamination effective date for the family's failure to comply with their family obligations.

If the family size has changed, EHA will increase or decrease the voucher size as appropriate at the annual re-certification. The current utility allowance schedule will be used to complete the annual re-certification. The annual re-certification will not re-verify eligibility income limits except where the Head of Household is a full-time student. The annual re-certification will be effective on the first of the month.

11.1.1 Streamlined Income Determinations

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

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

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

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

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

11.2 Interim Reexaminations

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

The family must report changes in income expected to last more than thirty days and/or changes in household composition within 14 calendar days of the change. Families are not required to report cost of living adjustments to recipients of Social Security, TANF, Veteran's Assistance, and SSI.

11.2.1 Changes to Household Composition

The family must inform the EHA of an addition of a family member as a result of birth, adoption, or court-awarded custody of a child or the removal of a family member from the household within 14 calendar days.

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

The EHA will not approve the addition of a new family member or household member unless the individual meets the EHA's eligibility criteria and documentation requirements. The EHA will not approve the addition of a foster child or foster adult if it will cause a violation of HQS space standards. The EHA may conduct interim re-certifications to account for any changes in household composition that occur between annual re-certifications.

11.2.2 Interim Changes Affecting Income

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

11.2.3 EHA-Initiated Interim Re-certifications

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

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

The family must provide necessary information within 14 calendar days of the EHA request.

11.2.4 Interim Re-certification Effective Dates

If the participant rent is to increase:

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

If the participant rent is to decrease:

- The decrease will be effective on the first day of the month following the month in which the change was reported and documentation was received.

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

11.3 Family Moves

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

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

- The initial term of the lease has expired and proper notice has been given to the landlord and to the EHA.
- The lease for the family's unit has been terminated by mutual agreement of the owner and the family, and the EHA has been provided proper documentation of the mutual rescission.
- For non-lease violations only: the owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family. The family must give the EHA a copy of any owner eviction notice and eviction for lease violation may result in termination from the program.

- The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member (VAWA). This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to the EHA, if the family or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit.
- The family is in good standing with the EHA.
- The family does not owe the EHA money.

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

A participant family who wants to move, **must** vacate the unit in compliance with the lease (e.g. provide landlord with adequate notice). The family must provide the EHA thirty (30) days written notice and a Request for Tenancy Approval in order to receive a Voucher to lease a new unit. Provided all obligations have been met, the family will be issued a Voucher to lease a new unit. EHA will not unduly deny the issuance of a voucher based on an owner's report of non-compliance that has existed prior to the tenant's request, i.e. The owner reported that the tenant has owed rent for several months, but has not previously notified the EHA nor has taken legal action.

EHA may conduct a reexamination and may opt to conduct a criminal background check of the members of the household who are 18 years of age and older prior to approving the issuance of a voucher to move.

11.3.1 Required Moves

EHA may require participant families to move from one unit to another unit if:

- EHA has terminated the unit for the owner's breach of the HAP contract or unit is in foreclosure; or
- EHA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition.
- The unit is not in compliance with HQS.

11.3.2 Denial of Moves

[Notice PIH 2016-09](#)

EHA may deny moves in the following circumstances:

- Applicants who are seeking to move under Portability who are not income eligible in the receiving PHA's jurisdiction.
- Participant families that have moved out of their assisted unit in violation of the lease, provided the owner appropriately notifies EHA of the lease violation and provides supporting documentation. EHA will grant an exception to this in the situation where the only reason for the violation of the lease was due to circumstances surrounding being a victim or domestic abuse, dating violence or stalking, and who reasonably believed he or she was imminently threatened if he or she remained in the assisted unit (VAWA).

EHA may limit moves at any time due to HUD funding constraints.

EHA may deny permission to move when EHA does not have sufficient funding for continued assistance if: (a) the move is initiated by the family, not the owner or EHA; (b) EHA can demonstrate that the move will, in fact, result in higher subsidy costs; and (c) EHA can demonstrate that it does not have sufficient funding in its annual budget to accommodate the higher subsidy costs.

Families denied a move due to insufficient funding will be notified by the EHA of the reason their move request was denied and that they may notify the EHA if the request to move is due to a request for a reasonable accommodation or for protection due to domestic violence, dating violence or stalking (VAWA).

When funds become available, the EHA will notify families previously denied to move due to insufficient funding and will begin to process requests to move in the order received – from oldest to newest – with preference to families whose request to move was due to a reasonable accommodation or VAWA.

Families who do not respond to EHA's notification shall have their move requests cancelled.

11.3.3 Move Process

If EHA determines a family eligible to move, the family will be issued a voucher to move and provided any other necessary information. If the family and owner agree to extend the move date, the extension must be submitted to EHA in writing, signed by both the family and owner, must include the new effective date of the move, and must be submitted before the original effective date of the move notice.

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

The EHA's policy regarding moves applies to moves within EHA's jurisdiction as well as to moves outside its jurisdiction under portability.

11.4 Portability

[24 CFR 982.353\(b\)](#)

Portability allows a family to move from one jurisdiction to another with continued assistance. Voucher holders may move anywhere there is a Housing Agency that administers a tenant-based program. Families are informed of portability requirements in the briefing session and information materials. EHA will always participate in assisting clients who wish to exercise portability.

11.4.1 Outgoing Portability

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

Families must notify the EHA when they want to move out of EHA's jurisdiction using the portability feature. When a family notifies EHA that it wants to move under the portability procedures, EHA will contact the receiving Housing Authority. EHA will confirm the following to the receiving HA:

- The family is eligible for assistance, (i.e., meets the requirements of EHA); and
- A Voucher has been issued to the family.

Families that are new admissions to the HCV program must meet the income eligibility requirements both for the EHA and also in the jurisdiction where the family intends to move to ("the Receiving PHA"). Participant families must also meet the income eligibility requirements in the area to which the family plans to move.

EHA will not approve extensions to a voucher issued to an applicant or participant family porting out of EHA's jurisdiction except under the following circumstances:

- the initial term of the voucher will expire before the portable family will be issued a voucher by the receiving PHA
- the family decides to return to EHA's jurisdiction to search for a unit

If an applicant does not live in the EHA's jurisdiction at the time that the family's application for assistance was submitted, the family must lease a unit within EHA's jurisdiction for at least 12 months before requesting portability.

The EHA will consider exceptions to this policy for purposes of reasonable accommodation or reasons related to VAWA as stated in this Plan. EHA may deny portability to higher cost areas when funding is insufficient to support the move and could result in termination of current program participants.

11.4.2 Incoming Portables

The EHA may absorb or administer some or all incoming portable vouchers based on funding available and the best interests of the Agency. If EHA decides to absorb a portable family upon the execution of a HAP contract on behalf of the family, EHA will notify the initial EHA as required by HUD.

The EHA may conduct a new reexamination of family income and composition, for any family moving into its jurisdiction under portability.

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

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

12.1 Evidence and Considerations

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the EHA will consider all of the circumstances of the case, including the seriousness of the case, when the case occurred, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure. The EHA will also consider the requirements contained in this Plan including its criminal background, VAWA and reasonable accommodation policies.

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

12.2 Denial of Assistance

EHA may deny housing assistance to any applicant household:

1. Who does not meet eligibility requirements, including providing valid social security number information for all household members;
2. Who has any household member who refuses to sign or submit consent forms;
3. Wherein the Total Tenant Payment is greater than the Payment Standard;
4. Who has any household member who has been evicted from public housing within the past five years or has outstanding balances to any PHA as recorded in HUD's EIV data system;
5. If EHA has ever terminated assistance to any household member under the Housing Choice Voucher Program; and
6. Who has any household member who illegally possesses weapons.

EHA may deny or terminate housing assistance to any applicant or participant household who:

1. Violates program obligations, including compliance with HQS.
2. Commits fraud in connection with this program or any other Federal housing assistance program. If the EHA determines that the family committed willful and intentional fraud, EHA may require the family to repay any amount owed in full or the family's assistance may be terminated.
3. Owes money to the EHA or any other Housing Authority in connection with the Housing Choice Voucher Program or the Public Housing Program, if an applicant; or owes money to EHA and breaches a repayment agreement.

EHA may, at its discretion, offer the applicant or participant the opportunity to enter into an agreement to repay the amounts owed to EHA or another Housing Authority. If EHA elects to make such an offer, the agreement shall be on terms prescribed by EHA. EHA may, at any time, deny or terminate assistance for breach of such agreement. (See also Repayment Agreements in this Plan.)

4. Has engaged in or threatened abusive or violent behavior toward EHA personnel;
5. Has \$0 in housing assistance payments paid on the family's behalf for 180 calendar days;
6. Is convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
7. Is either currently engaged in or has been convicted of drug-related activity within the past five years.
8. Is either currently engaged in or has been convicted of violent or non-violent criminal activity within the past five years
9. Is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household is known to have lived.
10. Has any household member who illegally possesses weapons.
11. The family fails to provide required documentation and/or fails to sign and submit any required consent forms.
12. Any other HUD required reason.

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the EHA will consider all of the circumstances of the case, including the seriousness of the case, any mitigating circumstances brought to the attention of EHA by the applicant or participant; the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

Per the Violence Against Women Act, the following tenancy protections have been instituted for victims of actual or threatened domestic violence or stalking:

- Incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault will not be considered to be "serious or repeated" violations of the lease or other "good cause" to terminate the assistance of victims of abuse.
- Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for termination of assistance if a member of the tenant's immediate family is the victim or threatened victim of that abuse.
- If an assisted household member engages in criminal acts of physical violence against family members or others, EHA may terminate assistance to the offending household

member in order to terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

- These protections will only be accorded to participants that complete the HUD Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault or provide other documentation in lieu of the form within specified timeframes.

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

EHA will deny admission to an applicant family if EHA determines that any household member is currently engaged in, or has engaged in any of the activities within the past five (5) years in accordance with the Criminal Background policy in this Plan.

12.3 Notice of Denial

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

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, the EHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 14 calendar days to dispute the accuracy and relevance of the information. If the family does not contact the EHA to dispute the information within that 14 day period, the EHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

12.4 Denial of Assistance for Noncitizens

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

Denial of assistance based on immigration status is subject to special hearing and notice rules. The EHA will notify applicant families of denial of assistance in accordance with HUD regulations. When EHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 15 days of the determination. The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with the EHA. The informal hearing with the EHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice will inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

When the EHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the EHA will notify the family of the results of the USCIS verification within 14 business days of receiving the results. The family will have 30 calendar days from the date of the notification to request an appeal of the USCIS results, made by the family directly in writing to the USCIS. The family must provide EHA with a copy of the written request for appeal and proof of mailing within 14 business days of mailing the request to the USCIS.

The EHA will send written notice to the family of its right to request an informal hearing within 14 business days of receiving notice of the USCIS decision regarding the family's immigration status.

12.5 Termination Notification

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

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

When a family requests to be terminated from the program they must do so in writing to the EHA. The EHA will then send a confirmation notice to the family and the owner within 14 days of the family's request, but no later than the termination effective date (as requested by the family).

12.6 Removal of a Family Member from the Application

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

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

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

12.7 Reasonable Accommodation Related to Denials or Terminations

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

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

When applicants with disabilities are denied assistance, the notice of denial must inform them of EHA's informal review process and their right to request a review. In addition, the notice will inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, EHA will determine whether the behavior is related to the disability. If so, upon the family's request, EHA will determine whether alternative measures are appropriate as a reasonable accommodation. EHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance.

12.8 Repayment Agreements

If a participant owes money to EHA, EHA may require the participant to enter into a repayment agreement or may require repayment on demand. EHA will enter into a repayment agreement when required by HUD regulations. If the participant does not comply with the repayment agreement, EHA may terminate the participant from the program. However, EHA will consider extenuating circumstances on a case-by-case basis.

If EHA determines that the family committed fraud or was grossly irresponsible, EHA may require the family to repay the entire amount in full or have its assistance terminated, since fraud or gross irresponsibility are considered a violation of a family obligation.

EHA may, at any time, not enter into a repayment agreement and instead terminate the family's tenancy and pursue alternative collection methods. If the family's assistance is terminated and repayment has not been made, the money will still be considered to be owed and may be reported in HUD's EIV system as a debt owed. EHA may take such action, as necessary, to collect the amounts owed.

CHAPTER 13: Informal Reviews and Informal Hearings

EHA provides a copy of the Informal Review and Hearing procedures in the family briefing packet. When possible and allowed by regulation/law, EHA may conduct administrative reviews of informal hearing/review requests and provide alternate resolutions at its discretion before proceeding with the family's request for a review or hearing.

13.1 Informal Review Policy

Links: [24 CFR 982.554](#);

An applicant may request an informal review of the EHA's decision to deny the applicant's participation in the Housing Choice Voucher Program. Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

An applicant may request an informal review if the applicant:

- Is denied listing on the waiting list or for a preference
- Is denied a voucher
- Is denied participation in the Program including portability

Informal reviews will not be granted to applicants who dispute:

- The unit size (number of bedrooms) stated on the voucher.
- A determination that a unit does not comply with Housing Quality Standards including space requirements.
- A determination that a proposed lease is unacceptable.
- A decision to not approve a request for an extension of the term of the voucher.
- General policy issues, class grievances, or discretionary administrative determinations.

Informal review requests must be made in writing within 14 calendar days from the date of EHA's denial notice. The informal review will be conducted by any person or persons designated by EHA, other than the one who made the decision under review or a subordinate of this person. The applicant will be provided an opportunity to present written or oral objections to the decision of EHA. The review decision will be based only on evidence presented at the review by both parties. Evidence presented after the review will not be considered. Extensions for evidence will not be granted.

If the family fails to appear for their informal review, the denial of admission will stand. Notification of the informal review result will be given personally to the family or sent to the last known address.

13.2 Informal Hearing Policy

Link: [24 CFR 982.555](#)

Informal hearings may be requested for the following reasons:

- Determination of the amount of the total tenant payment or tenant rent
- Determination of hardship regarding minimum rent
- Decision to terminate assistance
- Decision to deny a family move
- Appropriate utility allowance used from schedule
- Family unit size under EHA subsidy standards
- Termination of a family's FSS Contract, withholding supportive services, or proposing forfeiture of the family's escrow account.

EHA is not required to provide an informal hearing in the following cases:

- Discretionary administrative determinations by EHA, or to consider general policy issues or class grievances
- Determination that the unit does not comply with EHA's Housing Quality Standards including space requirements for family size, that the owner failed to maintain the unit in a decent, safe, and sanitary manner in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease).
- Decision to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner
- Decision not to approve a family's request for an extension of the term of the Voucher issued to an assisted family which wants to move to another dwelling unit with continued participation
- Establishment of EHA schedule of utility allowances for families in the program
- Disapproval of unit or lease

When the EHA determines that a participant should be terminated from the program, EHA will notify the participant of their proposed termination in writing. The notice will contain:

- Reason(s) for and timing of termination,
- The date the proposed action will take place
- Procedure for requesting a hearing if the participant does not agree with the decision

Time limit for requesting a hearing: The participant must submit the written request for an informal hearing within 14 calendar days of the date of the termination notice.

13.3 Conducting Informal Hearings

EHA hearings will be conducted by a single hearing officer or a panel. The EHA will appoint a person or panel who has/have been selected in the manner required under the hearings procedure.

Hearings may be attended by the following applicable persons:

- A EHA representative(s)
- Any witnesses for the EHA
- The participant
- Any witnesses for the participant
- The participant's counsel or other representative
 - If the participant is bringing legal counsel to the informal hearing, the participant must notify EHA at least 48 hours in advance of the hearing.
- Any other person approved by the EHA will be as a reasonable accommodation for a person with a disability.

13.3.1 Invalid Decisions

When the EHA considers the decision of the hearing officer/panel to be invalid based on HUD regulations and EHA Policy, the Section 8 Manager will send a notice to all parties attending the hearing that the decision is null and void. The notice will set a date and time for a new hearing.

13.3.2 Rights of the Applicant/Participant and EHA

The applicant/participant must appear in person at the review/hearing and may be represented by an attorney, or other representative, at his/her own expense. If the family is being represented by an attorney, the family must notify EHA of such 48 hours in advance of the review/hearing.

- The applicant/family and EHA have the right to present evidence, both oral and written.
- The applicant/family and EHA have the right to question any witnesses, and the right to state his/her case prior to the hearing officer's decision.
- The applicant/family has the right to arrange for an interpreter to attend the review/hearing, at his/her own expense.
- The applicant/family has the right to seek redress directly through judicial procedures of the court.
- EHA has the right to make final submissions.

The applicant/family and EHA have the right to review any documents directly relevant to the review/hearing. Review of documents will take place at the EHA office. Copying of any documents will be at the expense of the requesting party at .10 per page. If the applicant/family or EHA does not make the document available for examination on the request of the other party, that document may not be relied on during the review/hearing.

13.3.3 Review/Hearing Process

The review/hearing will follow the following guidelines:

- The review will be conducted by any person or persons designated by EHA, other than a person who made or approved the decision under review or a subordinate of this person.
- All EHA Denial and Termination notices will advise the applicant/family of his/her right to a review/hearing and the process to request a review/hearing.
- The applicant/family must request the informal review/hearing in writing within the required time frame (within 14 calendar days of the date of the notice).
- The EHA will schedule the hearing within a reasonable timeframe, preferably before the effective termination date. If the hearing cannot be scheduled before the effective termination date, the effective termination date may be extended, based solely on the reason for the delay and at the sole discretion of EHA.
- The notification of hearing will contain:
 - Date and time of the hearing
 - Location where the hearing will be held
 - Family's right to bring evidence, witnesses, legal or other representation at the
 - Right to view any documents or evidence in the possession of EHA and upon which EHA based the proposed action and, at the family's expense, to obtain a copy (at \$.10 per page) of such documents prior to the hearing. Requests for such documents or evidence must be received no later than five business days before the hearing date.
 - Notice to the family that the EHA will request a copy of any documents or evidence the family will use at the hearing be provided to EHA by 12:00 p.m. two business days prior to the scheduled hearing date.
- If a family does not appear at a scheduled review/hearing and has not rescheduled the hearing in advance, the hearing officer will assume the family is no longer interested in the program and will uphold the denial/termination.
- The applicant/family will be given an opportunity to present written or oral objections to EHA's decision.
- EHA will notify the applicant/family of the EHA final decision after the informal review/hearing, including a brief statement of the reasons for the final decision.
- The Notice will contain the following information:
 - Applicant/family name
 - Applicant/family address
 - Date
 - Date and time of review/hearing
 - Names of everyone in attendance at review/hearing
 - Final decision
 - Brief statement of the reason(s) for the final decision
 - HUD regulation for the denial/termination (if upholding the denial/termination)
 - Effective date of denial/termination (if applicable)

- A hearing decision letter will also be sent to the owner, stating whether the termination was upheld or overturned. The notice to the owner will contain the following information:
 - Family name
 - Unit address
 - Effective date of termination or
 - Effective date of re-instatement
- All requests for review, supporting documentation, and a copy of the final decision will be filed in the family's file.

13.3.4 Decisions Not Binding to EHA

EHA is not bound by a review/hearing decision on the following matters:

- A matter for which EHA is not required to provide an opportunity for an informal review/hearing or otherwise exceeds the authority of the person conducting the review/hearing.
- A decision given contrary to HUD regulations, requirements, or otherwise contrary to Federal, State or Local law.

In the event that a review/hearing decision is not binding to EHA, the Executive Director or his/her designee will send a notice to all parties attending the review/hearing that the decision is null and void. The notice will set a date and time for a new hearing.

13.3.5 Hearing Provisions for Restrictions on Assistance to Non-Citizens

Assistance to the family will not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision of the USCIS appeal.

Assistance to a family will not be terminated or denied while the EHA hearing is pending; however assistance to an applicant may be delayed pending the EHA hearing.

13.5 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, EHA will notify the applicant/family within ten calendar days of their right to appeal to the USCIS within thirty calendar days or to request an informal hearing with EHA either in lieu of or subsequent to the USCIS appeal.

- If the family appeals to the USCIS, they must give EHA a copy of the appeal and proof of mailing, or EHA may proceed to deny or terminate. The time period to request an appeal may be extended by EHA for good cause. Good cause includes medical emergency, employment emergency, family emergency, etc. The emergency must be documented in writing (doctor's statement, employer statement, independent agency statement, etc.)

- The request for a hearing must be made within 14 calendar days of receipt of the notice offering the hearing or, if an appeal was made to the USCIS, within 14 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 families. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the EHA will:

- Deny the applicant family.
- Terminate the family if the family does not qualify for deferral.

If there are eligible members in the family, the EHA will offer to prorate assistance or give the family the option to remove the ineligible members.

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

Families whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights describes above) are entitled to a hearing based on the right to a hearing regarding determinations of Total Participant Payment.

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

CHAPTER 14: Program Integrity

Link: 24 CFR [982.552\(c\)\(iv\)](#); [24 CFR 985](#)

EHA anticipates that the majority of families, owners and EHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors. EHA will maintain records in applicant and participant files in accordance with EHA records retention policy; records include applications, eligibility and ineligibility determinations, verifications, HQS inspections, leases, contracts and payment information. Inactive files and records related to immigration status will be maintained and disposed of in accordance with HUD and EHA requirements.

All other aspects of monitoring program performance will be performed in accordance with HUD requirements and EHA's policies.

In order to ensure adherence to the Housing Quality Standards and to monitor inspection determinations, a qualified staff person or agent of the Authority, who did not conduct the original or re-inspection, will re-inspect a random sample of the approved units.

14.1 Family Prohibited Actions

Any of the following will be considered evidence of family program abuse:

- Offering bribes or illegal gratuities to the EHA Board of Commissioners, employees, contractors, or other EHA representatives
- Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to the EHA on the family's behalf
- Use of a false name or the use of falsified, forged, or altered documents
- Intentional misreporting of family information or circumstances (e.g., misreporting of income or family composition)
- Omitted facts that were obviously known by a family member (e.g., not reporting employment income)
- Admission of program abuse by an adult family member
- The EHA may determine other actions to be program abuse based upon a preponderance of the evidence.

14.2 EHA Prohibited Activities

Any of the following will be considered evidence of program abuse by EHA staff:

- Failing to comply with any HCV program requirements for personal gain
- Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant or participant
- Seeking or accepting anything of material value from applicants, participants, owners, vendors, contractors, or other persons who provide services or materials to the EHA
- Disclosing confidential or proprietary information to outside parties

- Gaining profit as a result of insider knowledge of EHA activities, policies, or practices
- Misappropriating or misusing HCV funds
- Destroying, concealing, removing, or inappropriately using any records related to the HCV program
- Committing any other corrupt or criminal act in connection with any federal housing program

When the EHA determines that program abuse by a family or EHA staff member has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, the EHA will refer the matter to the appropriate entity for prosecution. When the amount of underpaid rent meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the HCV program will be referred to the appropriate local, state, or federal entity.

14.3 Owner Prohibited Activities

Link: [Title 18 U.S.C. Section 1001](#)

An owner participating in the HCV program must not:

- Make any false statement to the EHA.
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

Any of the following will be considered evidence of owner program abuse:

- Charging the family rent above or below the amount specified by the EHA;
- Charging a security deposit other than that specified in the family's lease;
- Charging the family for services that are provided to unassisted tenants at no extra charge;
- Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit;
- Knowingly accepting incorrect or excess housing assistance payments;
- Offering bribes or illegal gratuities to the EHA Board of Commissioners, employees, contractors, or other EHA representatives;
- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the EHA; or
- Residing in the unit with an assisted family.

14.3.1 Owner Remedies and Penalties

In the case of owner-caused errors or program abuse, the EHA will take into consideration (1) the seriousness of the offense; (2) the length of time since the violation has occurred; and (3) the effects of a particular remedy on family members who were not involved in the offense.

When the EHA determines that the owner has committed program abuse, the EHA may take any of the following actions:

- Terminate the HAP contract.
- Bar the owner from future participation in any EHA programs.
- Refer the case to state or federal officials including the HUD Office of Inspector General (HUD-OIG for criminal prosecution).
- Require the owner to repay excess housing assistance payments.

EHA may recover overpaid amounts by withholding housing assistance payments due for subsequent months. If the debt is large, the EHA may allow the owner to pay in installments over a period of time.

14.3.2 Corrections to Subsidy Payments

When an incorrect subsidy is identified as a result of an error, program fraud, misrepresentation or abuse, EHA will promptly correct the subsidy under- or overpayment. A subsidy under- or overpayment includes:

- An incorrect housing assistance payment to the owner;
- An incorrect family share established for the family; and
- An incorrect utility reimbursement to a family.

Families and owners will be notified of corrective actions and penalties, if any. Increases in the family share will be implemented only after the family has received 30 days advanced notice. Any decreases in family share will become effective the first of the month following the discovery of the error. The family will not be reimbursed when the family caused the underpayment.

Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by EHA staff.

When efforts to collect monies owed to the EHA (as described in the Family or Owner Remedies sections of this Plan) are unsuccessful, EHA may also pursue collection through credit bureaus, small claims court, civil law suit, state income tax set-off program or other debt recovery solutions.

CHAPTER 15: Project Based Vouchers

Link: [24 CFR 983](#)

Except as noted in this chapter, the Administrative Plan policies stated for the HCV program also apply to the PBV program.

15.1 Overview

The EHA may use up to 20 percent of Housing Choice Voucher authorized units for project based assistance. The proposed location of any PBV units must comply with the goals of deconcentrating poverty, expanding housing opportunities, affirmatively furthering fair housing and expanding housing and economic opportunities. EHA uses project-based vouchers to encourage new construction or rehabilitation, promote voucher utilization and increase supportive housing options.

The EHA may increase the use of Project Based Vouchers for an additional 10 percent of authorized units for homeless families, families with veterans, supportive housing for persons with disabilities or elderly persons, or in areas where vouchers are difficult to use (units are located in a census tract with a poverty rate of 20 percent or less).

The types of services that EHA will deem eligible to qualify a project to meet HUD's definition of families receiving supportive services include, but are not limited to:

- Household Training (e.g.: homemaking, parenting skills, money management);
- Job Training (preparation and counseling, job development and placement, follow-up assistance after job placement, completion of FSS "Contract of Family Participation);
- Self Sufficiency Services and Resources (appropriate to assist families to achieve economic independence and self-sufficiency);
- Remedial Education (education for the completion of Secondary or post-secondary education); and
- Substance Abuse Treatment (counseling and treatment for substance abuse).

15.2 Proposal Selection

Link: [24 CFR 983.52\(a\)\(b\)\(c\)](#)

Prior to issuing a Request for Proposal or selecting a project without following a competition process where the PHA has ownership interest, EHA will submit to the local field office all required information under §8(o)(13)(B) of the 1937 Act. The EHA will select proposals for PBV assistance using either the Request for Proposal method or the Previous Competition method.

15.2.1 EHA Request for Proposals Method for Rehabilitated and Newly Constructed Units

The EHA will advertise request for proposals for rehabilitated and newly constructed housing in local newspaper(s) and on the EHA web site. The advertisement will specify the number of

units the EHA estimates that it will be able to assist and the submission deadline. Incomplete proposals will not be considered.

The EHA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

- Owner experience and capability to build or rehabilitate housing as identified in the RFP
- Extent to which the project furthers the EHA goal of deconcentrating poverty and expanding housing and economic opportunities
- The extent to which services for special populations are provided on site or in the immediate area for occupants of the property
- Projects with less than 25 percent of the units assisted will be rated higher than projects with 25 percent of the units assisted (excluding “excepted units” defined below). Projects with the lowest percent of assisted units will receive the highest score.

15.2.2 EHA Requests for Proposals for Existing Housing Units

The EHA will advertise proposals for existing housing in local newspaper(s) and on the EHA web site. The advertisement will specify the number of units the EHA estimates that it will be able to assist. Owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:

- Experience as an owner in the tenant-based voucher program and owner compliance with the owner’s obligations under the tenant-based program
- Extent to which the project furthers the EHA goal of deconcentrating poverty and expanding housing and economic opportunities
- If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property
- Extent to which units are occupied by families that are eligible to participate in the PBV program.

15.2.3 EHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

The EHA will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

In addition to, or in place of advertising, the EHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. The EHA will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers the EHA goal of deconcentrating poverty and expanding housing and economic opportunities

- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

15.3 Notice of Owner Selection

Link: [24 CFR 983.51\(d\)](#)

EHA will notify the selected owner in writing of the owner's selection for the PBV program pursuant to HUD requirements. EHA will notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

The EHA will make available its rating and ranking sheets and documents that identify the EHA basis for selecting the proposal for one month after publication of the notice. The EHA will not include sensitive owner information, such as financial statements, etc.

The EHA will make these documents available for review at the EHA during normal business hours. The cost for reproduction of allowable documents will be \$.10 per page.

15.4 Agreement to Enter into HAP Contract

Link: [24 CFR 983.152](#)

For rehabilitated or newly constructed units, EHA will enter into an Agreement to Enter into a HAP Contract with the property owner. In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the EHA agrees that upon timely completion of development the EHA will enter into a HAP Contract with the owner for the contract units.

The EHA will enter into the Agreement with the owner after receiving both environmental review approval and notice that subsidy layering requirements have been met and before construction or rehabilitation work is started. Additional owner documents may be required. EHA will specify any additional documentation requirements in the Agreement.

For existing housing, the HAP contract will be executed after EHA determines that all units pass HQS.

15.5 Site Selection Standards

Link: [24 CFR 983.57\(b\)](#)

EHA will follow HUD regulations regarding site selection requirements for existing housing, newly constructed housing and rehabilitated housing. Before entering into an agreement or HAP contract EHA will determine that the PBV assistance for housing at the selected site is

consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities.

In developing standards to apply in determining whether a proposed PBV development will be selected, EHA will consider the following:

- If the poverty rate in the proposed PBV development area is greater than 20%, EHA will consider whether in the past five years there has been an overall decline in the poverty rate;
- A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;
- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;
- A census tract in which the proposed PBV development will be located is undergoing significant revitalization;
- A census tract where there are meaningful opportunities for educational and economic advancement.
- The site meets HQS standards.
- Other factors as determined by EHA to meet the needs of the community.

15.5.1 EHA Owned Units

Link: [24 CFR 983.51\(e\)](#), [983.59](#)

EHA may choose to select EHA owned units for PBV assistance without competitive process. Initial rents and annual rent changes for EHA-owned units will be determined by the independent entity based on PBV program requirements. The term of the HAP contract and any HAP contract renewal must be agreed upon by EHA and the independent entity. HQS inspections will be performed by the independent entity.

15.5.2 Eligible Units/Cap on PBV Units

Link: [24CFR 983.52](#), [24 CFR 983.56\(a\)](#)

Project based assistance may be attached to the greater of 25 units or 25 percent of the units in a project. Project is defined as a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land.

Units excluded from this cap include:

- a. In the 5 years prior to the date the PHA either (i) issued the RFP under which the project was selected or (ii) selected the project without competition, the unit met at least one of the two following conditions:
 - (i) The unit received one of the following forms of HUD assistance:
 - Public Housing Capital or Operating Funds
 - Project-Based Rental Assistance
 - Housing For the Elderly

- Housing for Persons With Disabilities
 - The Rent Supplement program
 - Rental Assistance Program or;
- (ii) The unit was subject to a rent restriction as a result of one of the following HUD loan or insurance programs:
- Section 236
 - Section 221(d)(3) or (d)(4) BMIR
 - Housing For the Elderly
 - Housing for Persons With Disabilities
- b. PBV new construction unit must meet the following requirements in order to be a replacement unit and qualify for the project cap exception.
- The unit which the PBV new construction unit is replacing must have received one of the forms of HUD assistance or was subject to a rent restriction as a result of one of the HUD loan or insurance programs listed above within 5 years from the date the PHA either:
 - (i) issued the RFP under which the PBV new construction project was selected or
 - (ii) selected the PBV new construction project under a prior competition or without competition.
 - The newly constructed unit is located on the same site as the unit it is replacing.
 - One of the primary purposes of the planned development of the PBV new construction project is or was to replace the affordable rental units that previously existed at the site, as evidenced by at least one of the following:
 - Former residents of the original project are provided with a selection preference.
 - Prior to the demolition of the original project, the PBV new construction project was specifically identified as replacement housing for that original project as part of a documented plan for the redevelopment of the site.
- c. In addition to the units listed above, other units are not subject to the program limitation calculation.
- RAD exception
 - HUD–VASH PBV Set-aside vouchers
 - Additional categories established by HUD by regulation

15.6 Uniform Relocation Act

Link: [24 CFR 983.7](#), [49 CFR Part 24](#)

If as a result of the PBV selection, there are existing households that are determined to be ineligible for PBV; EHA will require the owner to comply with the Uniform Relocation Act and the implementing HUD regulations of the Act.

15.7 Housing Assistance Payments (HAP) Contracts

Link: [24 CFR 152](#)

15.7.1 Term of the HAP Contract

The initial HAP Contract term may now be of a period of up to 20 years. The PHA may agree to enter into an extension for an additional term of up to 20 years. A HAP contract extension may not exceed 20 years. The PHA may provide for multiple extensions; however, in no circumstances may such extensions exceed 20 years, cumulatively.

15.7.2 Additional Units Without Competition

EHA and the PBV property owner may amend the HAP contract to add additional PBV contract units in projects that already have a HAP contract without having to fulfill the selection requirements for those added PBV units. The additional PBV units, however, are still subject to the PBV program cap and the individual project caps.

15.8 Unit Inspections

Link: [24 CFR 983.103](#)

All contract units will be inspected and comply with Housing Quality Standards prior to HAP contract execution.

At least biennially during the term of the HAP contract, the EHA will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections are not counted toward meeting this inspection requirement.

If more than 20 percent of the inspected units in a building fail, the EHA will re-inspect 100 percent of the contract units in the building.

In the case of a property assisted with project-based vouchers that is subject to an alternative inspection, the EHA may rely upon inspections conducted at least triennially to demonstrate compliance with the inspection requirement.

Inspections for the entire building will occur at the same time. EHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program.

In the case of EHA-owned units, the inspections will be performed by an independent agency designated by EHA and approved by HUD. The independent entity must furnish a copy of each inspection report to EHA and to the HUD field office where the project is located. EHA 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 EHA's-owner.

15.8.1 Lead-based Paint

Link: [24 CFR 983.101\(c\)](#)

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

15.9 Initial Rent and Rent Increases

Link: [24 CFR 983, Subpart G](#)

15.9.1 Initial Rent

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP Contract term.

15.9.2 Rent Increases

An owner's request for a rent increase must be submitted to the EHA 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

15.10 Tenant Selection

Link: [24 CFR 983.255](#)

Except where noted in the Administrative Plan, the EHA's tenant selection procedures for its tenant-based programs apply for units assisted under the PBV Program. Except for units which are occupied by eligible tenants upon the commencement of the project based contract term, when a vacancy exists at a PBV site, the EHA will notify the next families on the EHA Wait List. EHA's letter to the applicants will also state that if the applicant is interested in residing in the vacant PBV unit that the applicant will not lose his/her place on the EHA's HCV waiting list (if applicable) until that person has been leased in the PBV unit. An applicant who rejects an offer of a project-based unit or who is rejected by the owner of the housing unit will remain in the same position on the tenant-based assistance list, as if the offer had not been made. If a dwelling unit to which assistance is to be attached under the project-based voucher program is occupied, EHA must determine whether the unit's occupants are eligible for assistance. If a unit is occupied by an eligible family and the unit is selected by EHA, the family must be placed in an

appropriately size project-based assisted unit in the project without requiring the family to be placed on the EHA's waiting list.

In the event that there are an insufficient number of eligible persons on the waiting list, the EHA will place applicants referred by the owner on the waiting list. Eligibility for selection in the Project-based voucher program will be consistent with the EHA's tenant-based and project-based assistance programs.

The EHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for "excepted units," mobility impaired persons for accessible units). The EHA will not offer any additional preferences for the PBV program or for particular PBV projects or units.

Applicants must meet all of EHA's applicable eligibility requirements. EHA will refer qualified applicants to the owner for all vacancies. If the EHA referrals do not provide the owner with a suitable tenant for the unit within 30 days, the owner may refer an eligible individual or family from the owner's waiting list to the EHA.

The owner chooses a tenant for occupancy from the qualified applicants referred by EHA based on their written tenant selection policy. The EHA must approve the owner's tenant selection procedures. When a family is approved by the owner, they will execute a lease with the owner.

The owner must notify the EHA in writing (mail or e-mail) within 5 business days of learning about any vacancy or expected vacancy. The EHA will make every reasonable effort to promptly refer families to the owner after receiving a vacancy notice from the owner.

15.11 Unit Moves/Transfers

Link: [24 CFR 983.259](#)

The EHA will promptly notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit. The EHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

- PBV assistance in the same building or project;
- PBV assistance in another project; and
- Tenant-based voucher assistance.

When the EHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, the EHA will terminate the housing assistance payments at the expiration of this 30-day period.

The EHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member, or as a reasonable accommodation.

15.11.1 Moves Requested by the Tenant

Link: [24 CFR 983.261](#)

PBV vouchers are mobile: after one-year families have the option to leave the PBV unit and receive a tenant-based voucher, if a voucher is available. The EHA will supply the owner with a referral for a new PBV tenant. Families who wish to relocate with continued assistance must inform the owner and the EHA in writing not less than 30 days prior to the date they plan to vacate the unit and in accordance with the lease. The EHA will then place the family on a PBV-HCV Voucher program transfer list according to the date and time of receipt by the EHA of written notification of the family's 30 day notice of intent to vacate. The EHA will issue the next available tenant based voucher to families on the PBV-HCV transfer list before proceeding to its regular HCV waiting list. Families from the regular HCV waiting list who have been notified of an eligibility appointment for a tenant based voucher will not be delayed from receiving their voucher.

15.11.2 Moves from Excepted Units

EHA will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to factors beyond the remaining family members' control.

In all other cases, when EHA determines that a family no longer meets the criteria for a "qualifying family" in connection with the 25 percent per project cap exception, EHA will provide written notice to the family and owner within 14 business days of making the determination. The family will be given 30 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 30-day time frame, EHA will terminate the housing assistance payments at the expiration of this 30-day period. EHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member. EHA may refer other eligible families to the excepted units. However, if there are no eligible families on the waiting list and the owner does not refer eligible families to EHA, EHA will amend the HAP contract to reduce the total number of units under contract.

15.12 Vacancy Payments

[24 CFR 983.352](#)

The EHA will decide on a case-by-case basis if the EHA will provide vacancy payments to the owner. The HAP Contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments, which will in no event exceed 60 days.

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the EHA determines that the vacancy is the owner's fault.

If the EHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to keep the housing assistance payment, the EHA will notify the landlord of the amount of housing assistance payment that the owner must repay. The EHA will require the owner to repay the amount owed.

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must properly notify the EHA. In order for a vacancy payment request to be considered, it must be made within 14 calendar days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the EHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the EHA within 14 calendar days of the EHA's request, no vacancy payments will be made.

15.13 Reduction in HAP Contract Due to Vacancies

Link: [24 CFR 983.25](#)

If any contract units have been vacant for 120 days, the EHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The EHA will provide the notice to the owner within 14 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of the EHA's notice.