

Administrative Plan



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1. Overview

Goals

The goal of Baltimore Regional Project-Based Voucher (RPBV) Program is to encourage the development of quality affordable rental housing in high opportunity areas - safe neighborhoods with good public schools near job growth - within metropolitan Baltimore using PBV in newly constructed, rehabilitated, or existing housing. The Baltimore Regional PBV Program was created to address the region's current shortage of quality affordable rental housing and to promote a more equitable distribution of affordable housing opportunities.

Partners

The following are the parties to the Intergovernmental Agreement establishing the Baltimore Regional Project-Based Voucher Program:

- Baltimore County Office of Housing
- Baltimore Metropolitan Council (BMC)
- Baltimore Regional Housing Partnership (BRHP)
- Harford County Housing and Community Development
- Housing Authority of Baltimore City (HABC)
- Housing Authority of the City of Annapolis (HACA)
- Housing Commission of Anne Arundel County (HCAAC)
- Howard County Housing Commission

Inter-Governmental Agreement

Under the Intergovernmental Agreement and subsequent Amendments, each participating Housing Authority agrees to delegate responsibility and authority to The Program as the Program Administrator.

Each of the Participating Housing Authorities and The Program contributed the following number of Housing Choice Vouchers to the Program:

PHA	No. of Vouchers
HACA	3
HCAAC	12
HABC	80
Baltimore Co.	59
Harford Co.	6
Howard Co.	5
BRHP	28
TOTAL	193

Operating and Management Agreement

When developments selected by the Regional PBV Program warrant more vouchers than are available via the local jurisdiction, PHAs, BRHP, and BMC can enter into an Operating and Management Agreement (OMA) to stipulate the nature of the voucher allocation across jurisdictions for a particular development. The OMA will also detail the responsibilities of the PHAs, BRHP and BMC, and which aspects of the AHAP and HAP compliance and communications each will handle with respect to the owner and the Regional PBV partners.

Funding and authorization disclaimer

Funding for the Program is subject to availability of Federal funds from HUD and the approval of funding by the Board of Commissioners of the Participating Housing Authorities.

Program Administration

The Baltimore Regional Housing Partnership (BRHP) administers all aspects of the Project-Based Voucher program, from the Agreement to Enter into Housing Assistance Program forward. BRHP is responsible for administering the program in a manner compliant with Federal Regulations and HUD rules and guidance. BRHP is also responsible for providing high-quality mobility counseling for families who enroll in the program. BRHP is occasionally referred to by name in this plan, but when “The Program” is referenced in this plan, it may generally be assumed that BRHP is the entity who will be responsible for those actions or aspect of program administration.

2. PBV Selection Process

Solicitation

Request for PBV Proposals

The Program may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to the Program's request. The Program may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

The Program May Select a Proposal Previously Selected Based on a Competition

This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance Program that was subject to a competition in accordance with the requirements of the applicable Program, community development Program, or supportive services Program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such Program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. The Program need not conduct another competition.

Units Selected Non-Competitively [FR Notice 1/18/17; Notice PIH 2017-21]

The Program will not attach PBVs to projects owned by the participating PHA's as described above.

Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]

Request for Proposals for Rehabilitated and Newly Constructed Units

The Program will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the Baltimore Sun.

In addition, the BMC will post the RFP and proposal submission and rating and ranking procedures on its web site.

The Program will publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the Program estimates that it will be able to assist under the available funding. Proposals will be due in BMC's office by close of business 30 calendar days from the date of the last publication.

In order for the Program to consider the proposal, the owner must submit the proposal to the BMC by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. The Selection panel will not review incomplete proposals.

The Program will seek proposals for new construction, substantial rehabilitation, and existing housing, also referred to as "Developments"

The Program has a preference for

- developments in opportunity areas
- mixed-income communities, those with a range of affordability from units attached to Vouchers to market-rate apartments

The Program will consider proposals for both multifamily and scattered-site units.

- Up to 25 units or 25 percent of the total units in multifamily buildings, whichever is greater, may receive the Program voucher assistance.

All units in developments must meet local jurisdiction occupancy standards and HUD's Housing Quality Standards.

The Selection Panel will rate and rank proposals the developments using criteria published in the solicitation.

In order to be eligible to receive Vouchers, a proposal must achieve a score of at least 65 points, however individual score thresholds may be set with each solicitation. A score of 65 points does not guarantee award of Vouchers. In addition, the Selection Panel has the following priorities for the Regional PBV Program overall and may use these priorities to approve or not approve proposals on that basis, or to approve a number of PBVs other than the amount requested.

Other Factors:

- As a regional Program, the Selection Panel may prioritize geographic diversity in proposals approved.
- The Selection Panel reserves the right not to approve any proposal that is not, in its sole discretion, likely to meet the requirements of the laws and regulations covering the Regional PBV Program, including HUD's standards for sites and neighborhoods

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

The Program 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.

The Program may periodically advertise that it is accepting proposals, in the following newspapers and trade journals:

The Baltimore Sun

In addition to, or in place of advertising, BNC 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 Selection Panel will evaluate each proposal on its merits using the following factors:

Extent to which the project furthers The Program's goal of deconcentrating poverty and expanding housing and economic opportunities; and

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.

PHA-Owned Units

A participating PHA owned unit may be assisted under the Program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that RPBV PROGRAM-owned units were appropriately selected based on the selection procedures specified in this administrative plan.

The Program may only compensate the independent entity from the Program ongoing administrative fee income (including amounts credited to the administrative fee reserve). The Program may not use other Program receipts to compensate the independent entity for its services. The Program and independent entity may not charge the family any fee for the appraisal or the services provided by the independent entity.

Notice of Selection

Within 10 business days of the Selection Panel's decision, BMC will notify the selected owner in writing of the owner's selection for RPBV PROGRAM. BMC will also notify in writing all owners not selected and advise the name of the selected owner.

In addition, the Program will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and trade journals the Program used to solicit the proposals. The announcement will include the name of the selected owner for the PBV Program. BMC will also post the notice of owner selection on its electronic web site.

The Program will make available to any interested party its rating and ranking sheets and documents that identify the Program basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The Program will not make available privileged, sensitive owner information privileged, such as financial statements and similar information about the owner.

The Program will make these documents available for review at BMC during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

Housing Types

As specified in the Intergovernmental Agreement, the Program may use new construction, rehabilitation, or existing housing to develop units under the PBV Program.

Prohibition of Assistance for Certain Units

Ineligible Housing Types [24 CFR 983.53]

the Program may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, the Program may not attach or pay PBV assistance for a unit occupied by an owner and the Program may not select or enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV Program. A member of a cooperative who owns shares in the project assisted under the PBV Program is not an owner for purposes of participation in the PBV Program. Finally, PBV assistance may not be attached to units for which construction or rehabilitation has started after the proposal submission and prior to the execution of an AHAP.

Subsidized Housing [24 CFR 983.54]

The Program may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the Program in accordance with HUD requirements

Subsidy Layering Requirements

The Program may provide PBV assistance only in accordance with HUD subsidy layering regulations [24 CFR 4.13] and other requirements.

The intention of the subsidy layering review is to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV Program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

Subsidy layering requirements do not apply to existing housing. A further subsidy layering review is not required for new construction or rehabilitation if HUD's designee has conducted a review that included a review of PBV assistance in accordance with the PBV subsidy layering guidelines.

The Program must submit the necessary documentation to HUD for a subsidy layering review. Except in cases noted above, the Program may not enter into an agreement to enter into a HAP contract or a HAP contract until HUD, or a HUD-approved housing credit agency (HCA), has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements. However, in order to satisfy applicable requirements, HCAs must conduct subsidy-layering reviews in compliance with the guidelines set forth in the Federal Register notice published July 9, 2010.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

Units Caps

25 Percent per Project Cap [24 CFR 983.56, FR Notice 1/18/17, and Notice PIH 2017-21]

In general, the Program may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is

more than the greater of 25 units or 25 percent of the number of dwelling units (assisted or unassisted) in the project.

Exceptions to 25 Percent per Project Cap [FR Notice 1/18/17; Notice PIH 2017-21]

The Program will not provide PBV assistance for excepted units.

Projects not Subject to a Project Cap [FR Notice 1/18/17; Notice PIH 2017-21]

The Program does not have any PBV units that are subject to the per project cap exception.

Promoting Partially-Assisted Projects [24 CFR 983.56(c)]

The Program will impose a 10 percent cap on projects that qualify as existing housing. This cap may be lifted to 25 percent for projects located in census tracts with less than 20 percent poverty concentrations.

Site Selection Standards

Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]

The Program's goal is to select sites for PBV housing that deconcentrate poverty, and expand housing and economic opportunities.

The proposed Development must be located in Anne Arundel, Baltimore, Harford, or Howard Counties or the cities of Baltimore or Annapolis.

The Regional PBV Program will award at least 46 of the 79 Vouchers available through this RFP to family Developments in opportunity areas, as defined by BRHP. (Online search tool for individual addresses available at <http://brhp.org/search>.) Applications for multifamily Developments outside of those areas must be part of a robust revitalization strategy designed to bring opportunity, such as jobs and high quality schools, to the area. The Program will not consider scattered-site developments outside The Program opportunity areas.

Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]

The Program may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]

A site for newly constructed housing must meet the following HUD required site and neighborhood standards for consideration for PBV assistance:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;

- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless the Program determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

Environmental Review

The Program activities under the PBV Program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The responsible entity is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The Program may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

The Program may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and the Program, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend Program or local funds for PBV activities under this part, until the environmental review is completed.

The Program must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The Program must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) because of the environmental review.

Dwelling Units

HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based Program, including those for special housing types, generally apply to the PBV Program. HQS requirements for shared housing, manufactured home space rental and the homeownership option do not apply because these housing types are not eligible for assistance under the PBV Program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV Program.

Lead-based Paint [24 CFR 983.101(c)]

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

HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES

The housing must comply with Program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The Program must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

HQS Inspections

Under the Intergovernmental Agreement, the Program will conduct HQS inspections.

Pre-selection Inspection [24 CFR 983.103(a)]

The Program must examine the proposed site before the proposal selection date. If the units already exist, the Program must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, the Program may not execute the HAP contract until the units fully comply with HQS.

Pre-HAP Contract Inspections [24 CFR 983.103(b)]

The Program must inspect each contract unit before execution of the HAP contract. The Program may not enter into a HAP contract covering a unit until the unit fully complies with HQS.

Turnover Inspections [24 CFR 983.103(c), FR Notice 1/18/17, and Notice PIH 2017-20]

Before assisting a new family in a contract unit, the Program must inspect the unit.

The Program will not provide assistance in turnover units until the unit fully complies with HQS.

Annual/Biennial Inspections [24 CFR 983.103(d); FR Notice 6/25/14]

The Program will inspect all units on a biennial basis to determine if the contract units and the premises comply with HQS. See Biennial Inspections.

Other Inspections [24 CFR 983.103(e)]

The Program must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The Program must take into account complaints and any other information coming to its attention in scheduling inspections.

The Program must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting The Program supervisory quality control HQS inspections, the Program should include a representative sample of both tenant-based and project-based units.

Inspecting PHA-Owned Units [24 CFR 983.103(f)]

In the case of PHA-owned units, an independent agency designated by the Program and approved by HUD must perform the inspection. The independent entity must furnish a copy of each inspection report to the Program and to the HUD field office where the project is located. The Program must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the owner.

3. Rehabilitated and Newly Constructed Units

Overview [24 CFR 983.151]

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing.

Housing selected for this type of PBV assistance are not eligible for PBV assistance as existing housing in the future.

Agreement to Enter into HAP Contract (AHAP)

In order to offer PBV assistance in rehabilitated or newly constructed units, the Program must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(b)]. The Program may not enter into an Agreement if commencement of construction or rehabilitation has commenced after proposal submission [24 CFR 983.152(c)]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the Program agrees that upon timely completion of such development in accordance with the terms of the Agreement, the Program will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(a)].

Content of the Agreement [24 CFR 983.152(d)]

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV Program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement
 - For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by RPBV PROGRAM, specifications and plans.
 - For new construction units, the description must include the working drawings and specifications.
- Any additional requirements for quality, architecture, or design over and above HQS

Execution of the Agreement [24 CFR 983.153]

The Program will enter into the Agreement with the owner within 10 business days of receiving both environmental and subsidy-layering requirements approval, and before the start of construction or rehabilitation work.

Conduct of Development Work

Labor Standards [24 CFR 983.154(b)]

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The Program must monitor compliance with labor standards.

Equal Opportunity [24 CFR 983.154(c)]

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

Owner Disclosure [24 CFR 983.154(d) and (e)]

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement Programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

Completion of Housing

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Evidence of Completion [24 CFR 983.155(b)]

At a minimum, the owner must submit the following evidence of completion to the Program in the form and manner required:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing

At the Program's discretion, the Agreement may specify additional documentation that the owner must submit as evidence of housing completion.

The Program will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. The Program will specify any additional documentation requirements in the Agreement to enter into HAP contract.

Acceptance of Completed Units [24 CFR 983.156]

Upon notice from the owner that the housing is completed, the Program must inspect to verify that the housing is complete in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. The Program must also determine if the owner has submitted all required evidence of completion.

The Program must not enter into the HAP contract if the owner has not completed the work in accordance with the Agreement.

If the Program determines that the owner has completed the work in accordance with the Agreement and that the owner has submitted all required evidence of completion, the Program must submit the HAP contract for execution by the owner and must then execute the HAP contract.

4. HAP contract

Overview

The Program must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. The Program pays housing assistance for contract units leased and occupied by eligible families during the HAP contract term. With the exception of single-family scattered-site projects, a HAP contract shall cover a single project. If multiple projects exist, a separate HAP contract covers each project. The HAP contract must be in the form required by HUD [24 CFR 983.202(a)].

HAP Contract Requirements

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with Program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services); and
- The initial rent to owner for the first 12 months of the HAP contract term.

Execution of HAP Contract [24 CFR 983.204]

For existing housing, the Program will execute the HAP contract within 10 business days of the Program determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days the Program determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

Term of HAP Contract [24 CFR 983.205, FR Notice 1/18/17, and Notice PIH 2017-21]

The Program may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 20 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 20 years.

In the case of PHA-owned units, the term of the HAP contract must be agreed upon by the Program and the independent entity approved by HUD.

The Program will negotiate the term of all PBV HAP contracts with the owner on a case-by-case basis. The HAP may have a term of between 5 and 20 years, with the Program determining further extensions.

At the time of the initial HAP contract term or any time before expiration of the HAP contract, the Program may extend the term of the contract for an additional term of up to 20 years if the Program determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 20 years. The Program may provide for multiple extensions; however, in no circumstances may such extensions exceed 20 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term, provided that not more than 24 months prior to the expiration of the previous extension contract the Program agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of PHA-owned units, any extension of the term of the HAP contract must be agreed upon by the Program and the independent entity approved by HUD.

When determining whether to extend an expiring PBV contract, the Program will consider several factors including, but not limited to

- The cost of extending the contract and the amount of available budget authority;
- The condition of the contract units;
- The owner's record of compliance with obligations under the HAP contract and lease(s);
- Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and
- Whether the funding is more appropriate for tenant-based assistance.

Termination by the Program

The HAP contract must provide that the term of The Program's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the Program in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

In times of insufficient funding, HUD requires that the Program first take all cost-saving measures prior to failing to make payments under existing PBV HAP contracts.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the Program may terminate the HAP contract by notice to the owner in accordance with HUD instructions

Termination by Owner

The owner may terminate the HAP contract, upon notice to the Program, if there is a reduction for rent to owner for any contract unit, in accordance with Program regulations, below the amount of the initial HAP contract rent to owner. In this case, the Program must offer families living in the contract unit a referral back to their original PHA for tenant-based assistance.

Statutory Notice Requirements

Not less than one year before the HAP contract terminates, or if the owner refuses to renew the HAP contract, the owner must notify the Program and assisted tenants of the termination. The notice must be in the form prescribed by HUD. If the owner does not give timely notice, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction because of the owner's inability to collect an increased tenant portion of rent. An owner may renew the terminating contract for a period sufficient to give tenants one-year advance notice under such terms as HUD may require.

Upon termination or expiration of the contract, a family living at the property is entitled to receive a tenant-based voucher. Tenant-based assistance would not begin until the owners required notice period ends. The Program must provide the family with a voucher and the Program and the owner must give the family the option to remain in their unit with HCV tenant-based assistance as long as the unit complies with inspection and rent reasonableness requirements. The family must pay their total tenant payment (TTP) and any additional amount if the gross rent exceeds the applicable payment standard. The family has the right to remain in the project as long as the units are rental housing and are otherwise eligible for HCV assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for serious or repeated lease violations or other good cause. Families that receive a tenant-based voucher at the expiration or termination of the PBV HAP contract are not new admissions to the participating PHA's and BRHP's HCV tenant-based Program, and are not subject to income eligibility requirements or any other admission requirements. If the family chooses to remain in their unit with tenant-based assistance, the family may do so regardless of whether the family share would initially exceed 40 percent of the family's adjusted monthly income.

Remedies for HQS Violations

The Program may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If the Program determines that a contract unit does not comply with HQS, the Program may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement, or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

The Program will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher Program.

Amendments to HAP Contract

Substitution of Contract Units [24 CFR 983.207(a)]

At The Program's discretion and subject to all PBV requirements, the Program may amend the HAP contract to substitute a different unit with the same number of bedrooms in the same project for a previously covered

contract unit. Before any such substitution can take place, the Program must inspect the proposed unit and determine the reasonable rent for the unit.

HAP Contract Year, Anniversary and Expiration Dates

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the original contract units.

Owner Responsibilities under HAP Contract [24 CFR 983.210]

When the owner executes the HAP contract, s/he certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by RPBV PROGRAM, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit (does not apply to family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall comply with Davis-Bacon wage requirements.

Additional HAP Requirements

Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.208(a)]

The Program will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. The Program will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

Vacancy Payments [24 CFR 983.352(b)]

At the discretion of the Program, the HAP contract may provide for vacancy payments to the owner for a Program-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The Program will determine the amount of the vacancy payment and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).

The Program will decide on a case-by-case basis if the Program 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.

Vacancy Payments Policy

The Program offers vacancy payments to owners pursuant to the terms contained within the Project-Based HAP contract and consistent with the Program policy.

Notice of Vacancy

Owner must promptly notify the Program in writing within five business days of receiving notice from the tenant or having knowledge of any vacancy or expected vacancy in contract unit.

- Failure to provide notice of vacancy to the Program may determine owner ineligible to receive vacancy payment.
- Owner must provide the Program with documentation, if available, of actual tenant move-out date.

Limiting Loss/Lease-up

The Program shall immediately refer eligible participants from wait list to unit. Owner must promptly make unit available for participants to lease.

Move-Out Month HAP

Owner may keep the housing assistance payment payable for the calendar month when the family moves out ("Move-Out Month") unless The Program determines the vacancy is the owner's fault.

Requesting Vacancy Payment

Owner may send the completed Vacancy Payment Request Form ("Request") and supporting documentation within 10 business days of the date the unit is re-leased and no later than the last day of the third month following the Move-Out Month.

- Owner must provide any additional information required and requested by the Program to verify that the owner is entitled to the vacancy payment.

Calculation of Vacancy Period

The Program may pay a vacancy payment to the owner for the period in which the unit remains vacant commencing from the first month after the Move-Out Month for a period not exceeding two full months.

- A project-based unit must have been previously occupied by a participant for the owner to be eligible to receive a vacancy payment.
- The vacancy period shall never exceed two months following the Move-Out Month.
- Any amount of time in which the unit remains vacant because of owner performing maintenance, renovations or other repairs that prevent unit from being shown and/or leased will be disallowed and deducted from the vacancy period.
- No Vacancy Payment will be made if the unit remains vacant for a period of 120 days or more.

Amount of Vacancy Payment

Monthly Vacancy Payment will not exceed the most recent HAP portion of the monthly rent to owner under the assisted lease, minus any portion (tenant portion and/or HAP) of the rental payment received by the owner (including amounts available from the tenant's security deposit pursuant to the terms of the lease). The Program will determine on a case-by-case basis the amount of vacancy payment up to the monthly rent that owner is entitled to receive.

- Any rent (rent includes tenant portion, HAP and amounts available from security deposit retained by owner pursuant to the terms of the lease) received by owner for the vacancy period will be deducted from the total vacancy payment.
- The Program will not pay for any time the unit remains vacant because of owner performing maintenance, renovations, or other repairs that prevent unit from being shown and/or leased to the Program participants.
- No owner will be entitled to vacancy payments if the Program determines the vacancy is a result of owner's fault.
- Vacancy payment will be pro-rated based upon the amount of days in the two month period for which owner may be eligible for vacancy payment, if applicable

5. RPBV Selection of Participants

The Baltimore Regional Housing Partnership (BRHP), in its capacity as the contract voucher administrator for the Regional Project Based Voucher (RPBV) Program, will create a regional pool of applicants who undergo housing mobility counseling for referrals to Project Based units created under the RPBV Program. This pool of applicants will draw from referrals from tenant-based wait lists from participating PHAs and will fill RPBV units with families in roughly the same proportion as vouchers contributed to the Program from participating PHAs. Families successfully completing the pre-move counseling Program will enter a pool of lease-ready applicants who will be referred to available units in the RPBV Program.

Referrals from PHA Tenant-Based Waitlist

The Program will request the contact information for a specified number of families meeting the bedroom size requirements on the participating PHA's wait list. The Program will mail a RPBV Program introductory packet to those families. Included in that packet will be a form and return mail envelope for the family to indicate if they would like to enroll or decline enrollment in the pre-move counseling Program.

Contact Procedures

The Program will send applicants referred from PHAs an initial RPBV Introductory packet and enrollment form via first class mail. If The Program does not receive the enrollment form from the applicants within the time provided, generally 30 days, a second introductory and enrollment packet will be sent via first-class mail. Non-return of the second packet will render the applicant ineligible for the RPBV Program.

Instructions for applicants needing a reasonable accommodation to communicate with The Program will be included in the introductory and enrollment packet.

Enrollment forms may be returned via mail, fax, email or in-person at the office of BRHP.

Enrollment in Counseling

If a family opts into the pre-move counseling Program, they will be scheduled for the first workshop in the series, Orientation. The Orientation workshop, along with all others in the workshop series, must be completed prior to the offer of Project Based-Assistance. Failure to attend two appointments for any single workshop will result in dismissal from the Program. Enrollment in the RPBV Program counseling will not affect their status on the participating PHA's wait list.

Eligibility for PBV Assistance

The Program is responsible for ensuring that every individual and family admitted to the HCV Program meets all Program eligibility requirements. This includes any individual approved to join the family after The Program admits the family to the Program.

Additionally, an applicant must otherwise qualify for a voucher and meet these criteria:

- [must be a "family"](#)
- [must be income-eligible](#)
- [must meet citizenship requirements](#)

Definition of Family

To be eligible for assistance, an applicant must qualify as a family.

Family as defined by HUD includes, but is not limited to the following:

- a single person, regardless of actual or perceived sexual orientation, gender identity, or marital status, who may be an elderly person, disabled person, near-elderly person, or any other single person
- a group of persons residing together that includes, but is not limited to a family with or without children, an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family
 - A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

The Program also defines a family as

- two or more individuals who
 - are not related either by blood, marriage, adoption, or other operation of law
 - can show evidence of a stable family relationship, over a period of not less than one year
 - certify that each individual's income and other resources will be available to meet the needs of the family
- a single, pregnant female is a two-person family
- a child subject to a joint custody agreement who lives at least 51 percent of the time with the family
 - "51 percent of the time" is 183 days of the year, which do not have to be consecutive.
 - The minor will be considered an eligible visitor if the minor resides with the family fewer than 183 days per year.

Evidence of a "stable family relationship" may include a child's birth certificate, joint tax return, joint lease, joint bank account, insurance policy, marriage certificate, or other documentation as determined by BRHP.

The Program has the discretion to determine if any other group of persons qualifies as a family.

Each family must identify the individuals to be included in the family at the time of application, and must notify The Program if the family's composition changes by completing a **Wait List Change of Information Form**. The form is available at www.brhp.org or at our front desk during normal business hours.

Income Eligibility

HUD establishes income limits for all areas of the country and publishes them annually in the Federal Register. They base income limits on estimates of median family income with adjustments for family size.

Income eligibility is determined by comparing the annual income of an applicant to the applicable income limit for their family size. In order to be income eligible, an applicant family must be one of the following:

- A **very low-income** family
- A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size
- A **low-income** family that has been continuously assisted under the 1937 Housing Act
- A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size
- A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act Program at the time the family is admitted to the HCV Program

Citizen or Noncitizen with Eligible Immigration Status

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals, or noncitizens that have eligible immigration status. 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.

HUD requires each family member to declare whether the individual is a citizen, a national, an eligible noncitizen, or a member who chooses not to claim that they have eligible immigration status. Those who choose not to claim their status are considered ineligible noncitizens. No declaration is required for Live-in Aides, foster children, or foster adults.

All applicant families must submit evidence of their citizenship status when they apply. Each applicant age 18 and older must complete and sign a **Declaration of Citizenship form**. For each applicant under the age of 18, an adult responsible for the child must complete and sign a declaration.

Live-In Aide

A Live-in Aide is a person who resides with one or more elderly persons, or near-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
- would not be living in the unit except to provide the necessary supportive services

The Program must approve a Live-in Aide if needed as a reasonable accommodation to make the Program accessible to and usable by the family member with disabilities.

The Program does not count the income of a Live-in Aide in the calculation of annual income for the family.

The Program may approve a relative as Live-in Aide if they meet all of the criteria defining a Live-in Aide.

Because a Live-in Aide is not family member, a relative who serves as a Live-in Aide would not qualify as a remaining member of a tenant family.

A family should submit a **Reasonable Accommodation Form** to request a Live-in Aide. The use of this form is not required. The Program will consider spoken or other written requests. However, it is best to document the request in writing. Other documentation may be required to process the request.

Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker, that the Live-in Aide is essential for the care and well-being of the elderly, near elderly or disabled family member. The Program will send a **Disability Verification Form** to the designated third party.

For continued approval, the family must submit a new, written request subject to The Program verification at each recertification.

In addition, the family and Live-in Aide will be required to submit a **Live-in Aide Certification**. The Live-in Aide must follow the rules listed in the certification to reside in assisted unit. The Program will deny or terminate a family's housing assistance if any household member or Live-in Aide fails to comply.

The Program will not approve a particular person as a Live-in Aide, and may withdraw such approval if the person

- commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing Program
- commits drug-related criminal activity or violent criminal activity

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

The Program will notify the family of its decision in writing within 10 business days of receiving a request for a Live-in Aide, including all required documentation related to the request.

- A Live-in Aide increases the family unit size by one bedroom.
 - The Program may approve a Live-in Aide's child(ren) to reside in the assisted unit if adding the child is within the HQS space standards for number of living/sleeping rooms.

Effect on Tenant-Based Assistance

Participation in the RPBV pre-move counseling does not affect the participant's position on the PHA's tenant based wait list, and at any time prior to a successful lease up a participant can withdrawal from the RPBV counseling program.

6. Counseling Program

This counseling will help prepare a family to meet the standards of private market landlords and to understand what to expect in their new communities.

The Program will provide high-quality mobility counseling services, which may include, but may not be limited to, the following.

Pre-Move Counseling

Workshops

- Only the head of household attends
- A series of required, two-hour sessions that will help a family successfully lease:
 - Orientation
 - Going for your Goals
 - Credit Building and Repair
 - Banking and Budgeting
 - Landlord Tenant Relations
 - Home Maintenance

Action Plan

A family will make an Action Plan during a one on one meeting with a counselor. Some call this meeting an Individual Training Plan, or ITP. An Action Plan looks at any issues that might stop them from leasing up. The family must complete all the required steps in their Action Plan before moving on to Final Eligibility. An invitation to Final Eligibility does not indicate that the family is, in fact, eligible for a voucher.

Counseling Program Appointments

When The Program initially selects a family from the wait list to begin the Counseling Program, the family will receive notice by first class mail that includes information regarding the scheduled Orientation.

At Orientation, and each workshop thereafter, the family will have the opportunity to sign up for the next workshop before they leave.

A family may also call or email the Program's Administrative Assistant to schedule a workshop.

If a family cannot attend a workshop, they must call The Program at least 24 hours before their appointment. The Program allows only one request to reschedule per workshop.

- The Program considers a same day call a "no show", or missed appointment.
- We will not admit anyone who arrives 15 minutes after the stated start time of a workshop. An individual arriving after this time must reschedule the workshop.
- A family who misses a scheduled workshop will receive a missed appointment letter from The Program with the information for the rescheduled appointment.
- The Program will withdraw a family from the Program who does not attend a rescheduled appointment.
 - The Program will send the family a notice of denial.

- The family may reapply to the Program if the wait list is open.
- At any time, after two attempts to reach an applicant at the last known address, the Program will send a notice of denial to the family's address of record.

Withdrawal from Counseling Program for No Activity

The Program will withdraw a family from the Counseling Program when there is no activity in the Counseling Program for 3 months. The Program defines no activity as any one or more of the following:

- No attendance at a workshop
- No progress in the required steps in their Action Plan
- No contact with a counselor

If a family is withdrawn from the Counseling Program, the Program will send the family a notice of denial. The family may reapply to the Program if the wait list is open.

Counseling Program Requirements to Obtain a Voucher

The issuance of a voucher to a family will typically occur only after the family successfully completes Pre-Move Counseling, which may include, but may not be limited to, the following:

- complete required workshops
- execute an individual Action Plan
- demonstrate progress towards the completion of required counseling or training activities as specified in the Action Plan
- complete family assessment interview

Post-move Counseling

Home Visit

The goal of Post-move Counseling is to help each family be successful in their new home and community. A home visit is part of our required Post-move Counseling. Failure to complete the scheduled home visit is a violation of Program rules and may result in termination of assistance.

Other Referrals and Services

- Assistance with needed transitions after the move such as locating schools, places of worship, child care, employment, and social services
- Assistance in maintaining stable housing
- Troubleshooting problems with the landlord
- Second-move counseling to encourage a family to remain in an opportunity area
- Assistance and referrals in the event that a participant encounters discrimination or harassment

Counseling Program Funding Availability

All pre-move and post-move counseling services provided by The Program are subject to funding availability and may be terminated if insufficient funding exists.

7. Offer of PBV Assistance

Overview

A participant who completed the pre-move counseling Program is placed into a pool of participants to refer to BRPBV units as they become available. The Program will make the Final Eligibility determination immediately prior to the participant's first referral to a unit.

Final Eligibility Determination

The Program will invite a family to a Final Eligibility appointment after they complete the counseling workshops and demonstrate progress towards the completion of the required steps in their Action Plan. Each household member over the age of 18, or who will be 18 within 60 days, must come to Final Eligibility. The family completes a full application for a voucher at this time. An invitation to Final Eligibility does not indicate that the family is, in fact, eligible for Project-Based Assistance.

At Final Eligibility, the family must

- provide the information necessary to establish the family's eligibility and determine the appropriate level of assistance
- complete required forms
- provide required signatures
- submit required documentation

If any items are missing, the Program will provide the family with written notice by email or first class mail of items that the family must submit.

The family must provide any required documents or information that the family did not submit within 10 business days of the written notice.

- If the family is unable to obtain the information or materials within the required period, the family may request an extension in writing.
- The Program may, at its discretion, approve and determine the length of the extension or deny the extension.

If the family does not provide the required documents and information within the required period, including any extension, the Program will send the family a notice of denial.

If the family is unable to attend a scheduled Final Eligibility, the family must contact the Program 24 hours in advance of the appointment to reschedule. In all circumstances, if a family does not attend a scheduled Final Eligibility, the Program will send another notification letter with a new Final Eligibility appointment time. The Program will deny assistance to a family who fails to attend two scheduled appointments without BRHP's approval based on the family's failure to supply information needed to determine eligibility. The Program will issue a notice of denial in accordance with policies contained in Notice of Denial.

Eligibility Verification

The Program next verifies the information in the **Final Eligibility Packet** such as income, citizenship, criminal record, and debts to public housing. See [Verification](#).

Fraud

A family is committing fraud if they sign a form knowing that they provided false or misleading information. Certifying false information is fraud.

If a family commits fraud to obtain housing assistance, they could be

- evicted from their apartment or house
- required to repay all overpaid rental assistance they received
- fined up to \$10,000
- imprisoned for up to five years
- prohibited from receiving future assistance
- subject to State and local government penalties

For more information, see [Program Integrity](#).

Eligible for Project-Based Assistance

If The Program determines that the family is eligible to receive assistance, we will invite the family to attend a Family Briefing where the family will receive a voucher. See [Family Briefing](#).

Ineligible for a Project-Based Assistance

If The Program determines that the family is ineligible, we will send written notification of ineligibility within 10 business 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. See [Informal Review for Applicants](#).

Admission Date

In the project-based Program, admission is the effective date of the participant's lease. This is the point when the family becomes a participant in the Program.

Unit Offer Procedures

After a family has been determined eligible for Project-Based assistance, they are placed into a pool of participants eligible to be referred to BRPBV project-based units. Families are offered a maximum of three (3) units in up to three (3) distinct properties. Owners of available BRPBV units will have a minimum of two (2) families referred from the pool of participants for every available unit. The Program will provide optional tours of properties containing BRPBV units to market available units.

Initial Unit Offer

The Program will notify a family in writing, via electronic mail or first-class mail, of the availability of a BRPBV unit that is appropriately sized for their family composition. During the initial lease-up phase of BRPBV units, the notice will include the anticipated completion and availability dates of the next two projects that will become available, as well as the location of those projects. Within ten (10) business days, the family must indicate to The Program in writing whether they wish to apply to lease the initial unit or refuse the offer.

Second Unit Offer

If the family refuses the initial unit offer, or if the family was not approved by the landlord, the Program will notify a family in writing, via electronic mail or first-class mail, of the availability of a second BRPBV unit that is appropriately sized for their family composition. During the initial lease-up phase of BRPBV units, the notice will include the anticipated completion and availability dates of the next project that will become available, as well as the location of that project. Within ten (10) business days, the family must indicate to The Program in writing whether they wish to apply to lease the initial unit or refuse the offer.

Final Unit Offer

If the family refuses the first and second unit offer, or if the family was not approved by the landlords for those units, the Program will notify a family in writing, via electronic mail or first-class mail, of the availability of a final BRPBV unit that is appropriately sized for their family composition. Within ten (10) business days, the family must indicate to The Program in writing whether they wish to apply to lease the initial unit or decline the offer.

Refusal of Offer

RPBV PROGRAM, and any of the affiliated PHAs, may not take any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the wait list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant's place on the wait list based on preference, date, and time of application, or other factors affecting selection under The Program's selection policy;
- Remove the applicant from the tenant-based voucher wait list

Disapproval by Landlord

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher wait list.

Acceptance of Offer

Family Briefing

When a family accepts an offer for PBV assistance, the Program must give the family an oral briefing. The briefing must include information on how the Program works and on the responsibilities of the family and owner. In addition to the oral briefing, the Program must provide a briefing packet that explains how the Program determines the total tenant payment for a family, the family obligations under the Program, and applicable fair housing information.

Persons with Disabilities

If an applicant family's head or spouse is disabled, the Program must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available. In addition, the Program must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

The Program should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

8. Owner Selection of Tenants

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to Program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

Leasing

During the term of the HAP contract, the owner must lease contract units to eligible families who the Program selects and refers from their wait list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the Program's subsidy standards.

Filling Vacancies

The owner must notify the Program in writing by mail, fax, or e-mail within 5 business days of learning about any vacancy or expected vacancy in a contract unit.

The Program will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

The Program and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

Reduction in HAP Contract Units Due to Vacancies

If any contract units have been vacant for 120 days, the Program will give notice to the owner that the Program will amend the HAP contract to reduce the number of contract units that have been vacant for this period. The Program will provide the notice to the owner within 10 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of The Program's notice.

Tenant Screening

Program Responsibility

The Program is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy.

The Program will not conduct screening to determine a PBV applicant family's suitability for tenancy.

The Program must provide the owner with an applicant family's current and prior address as shown in the Program records and the name and address if known by the Program of the family's current landlord and any prior landlords.

The Program must provide applicant families a description of the Program policy on providing information to owners, and the Program must give the same types of information to all owners.

The Program may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, sexual assault, or stalking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(a)(4)].

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Compliance with other essential conditions of tenancy

Owners are responsible for screening prospective tenants of Voucher units, but for those prospective tenants, the owner will:

- Not apply a minimum credit score standard,
- Not consider student loan and/or medical debts as a condition of denial, and
- Accept the criminal background screening done by BRHP.

Owners must comply with all applicable non-discrimination laws and regulations in screening and making offers of housing for assisted and non-assisted units.

9. Occupancy

After an applicant is referred from the PHA wait list, completes counseling, is determined eligible, and is referred to an owner who determines they are suitable, the family will sign the lease, and occupancy of the unit will begin.

Lease [24 CFR 983.256]

The tenant must have legal capacity to enter a lease under State and local law. The tenant's legal capacity means that the tenant

- is bound by the terms of the lease
- may enforce the terms of the lease against the owner

Form of Lease

The tenant and the owner must enter into a written lease agreement that both parties must sign. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, then the owner must use the same standard lease form for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease.

The Program will not review the owner's lease for compliance with state or local law.

Lease Requirements [24 CFR 983.256(c)]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit)
- The term of the lease (initial term and any provision for renewal)
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner
- The amount of any charges for food, furniture, or supportive services

Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The Program tenancy requirements;
- The composition of the household as approved by the Program (the names of family members and any RPBV PROGRAM-approved live-in aide);

- All provisions in the HUD-required tenancy addendum must be included in the lease.
- The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(f)]

The initial lease term must be for at least one year.

The lease must provide for automatic renewal after the initial term of the lease:

- either successive definitive terms such as month-to-month or year-to-year, or
- an automatic indefinite extension of the lease term

For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- the Program terminates the HAP contract
- the Program terminates assistance for the family

Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must give the Program notice sixty (60) days in advance of the effective date of the change, and must provide a copy of the revised lease with all changes.

The owner must notify the Program in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. The Program must approve the change and the change must be in accordance with the terms of the lease relating to its amendment. The Program must redetermine reasonable rent, in accordance with Program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The Program will use the redetermined reasonable rent to calculate the rent to owner from the effective date of the change.

Owner Termination of Tenancy [24 CFR 983.257]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons as owner in the tenant-based voucher Program (see 24 CFR 982.310). In the PBV Program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by PHA policy. According to Program requirements, the family’s assistance must be terminated if they are absent from the unit for more than 180 consecutive days. PHA termination of assistance actions due to

family absence from the unit are subject to 24 CFR 981.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

Continuation of Housing Assistance Payments [24 CFR 982.258]

Housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by RPBV PROGRAM. After the 180-day period, the Program shall remove the unit from the HAP contract pursuant to 24 CFR 983.211.

If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify the Program of the change and request an interim reexamination before the expiration of the 180-day period.

Security Deposits [24 CFR 983.259]

The Program does not provide security deposit assistance.

The owner may collect a security deposit from the tenant. The Program prohibits security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The Program has no liability or responsibility for payment of any amount owed by the family to the owner.

10. Family Obligations

The housing choice voucher (HCV) regulations and the voucher itself describe the **Obligations of the Family**. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions. The Program must inform families of these obligations during the Family Briefing, and the same information must be included in the **Family Briefing Packet**. When the Program approves the family's unit, the family must meet those obligations in order to continue participating in the program. Violation of any family obligation may result in termination of assistance. See Denial or Termination of Assistance.

The family obligations are as follows:

Supply Required Information

- The family must give any information that BRHP or HUD needs to run the program, including proof of citizenship or eligible immigration status.
- This includes information for recertification or interim recertification of family income and composition.
- The family must disclose and verify Social Security Numbers.
- The family must sign and submit consent forms for the Program to get information.
- Any information given by the family must be true and complete.

Report Change in Income or Household Composition

- The family must tell BRHP in writing within 10 business days of any change in
 - income, increase or decrease
 - assets, increase or decrease
 - household composition, add or remove a member
 - student status, if 18 years or older only, attending or not attending school full time
- Fill out and submit an **Interim Change Form** or email reportchange@brhp.org.
- The Program will not accept phone messages to report a change.
- The Program counts 10 business days from the start date, or first day, of the change.

Add a Member

The family must submit an **Interim Change Packet** to add a family member. If the member is an adult over the age 18, or will be 18 in the next 60 days, they must also submit an **Application Packet - New Adult Household Member**. BRHP must approve the new member before the person moves into the unit. BRHP will determine the eligibility of the new member according to the policies in Eligibility.

Use and Occupancy of Unit

- The Program must approve everyone living in the unit.

- No one other than the approved assisted family may live in the unit. Approved foster children or Live-in Aides may live in the unit.
- No one other than the approved assisted family may use the unit address. Use of the address by anyone other than the approved assisted family could result in a determination that an unapproved person lives in the unit.
- The family must ask for the Program approval to add any other family member to live in the unit.
- The family must tell the Program in writing within 10 business days of the birth, adoption, or court-awarded custody of a child.
- The family must tell the Program in writing within 10 business days if any family member no longer lives in the unit.
- The family must live in the assisted unit, and nowhere else.
- The family must not assign the lease, sublease, let, or transfer the unit.
- Household members may run a legal business in the unit, but only if the first use of the unit is the family's home. For example, a family member has a job where they work from home.

Subleasing

Subleasing includes charging or receiving payment toward rent or utility costs by a person living in the unit who you have not listed as a family member.

Absence from Unit

- The family must tell the Program in writing within 10 business days of absence from the unit, which is no family member living in the unit for more than 30 days.
- The family must give any information or certification that the Program asks for to confirm that the family is living in or absent from the unit, including the reason for the absence.
- The family is terminated when absent from the unit more than 180 days in a row for any reason.

Family Notice of Move or Lease Termination

- The family must tell the Program and the owner before the family moves out of the unit or terminates the lease on notice to owner.

Notice

The family must comply with lease requirements regarding written notice to the owner.

The family must provide written notice to the Program when they notify the owner.

Owner Eviction Notice

- The family must give the Program a copy of any owner eviction notice within 10 business days.

Housing Quality Standards Breach Caused by Family

- The family must pay any utility bill that the owner is not required to pay.
- The family must provide and maintain any appliance that the owner is not required to provide.
- The family is responsible for any damages to the unit or premises beyond ordinary wear and tear caused by any household member or guest.

Allowing BRHP Inspection

- The family must allow the Program to inspect the unit at reasonable times and after reasonable notice.

Violation of Lease

- The family may not commit any serious or repeated violation of the lease, including non-payment of rent.

Serious and repeated lease violations include, but are not limited to

- nonpayment of rent
- disturbing the neighbors
- destruction of property
- living or housekeeping habits that cause damage to the unit or premises

Interest in Unit

- The family must not own or have any interest in the unit.
- The family may not get housing assistance to live in a unit owned by any relative of any family member, unless the Program finds it is a reasonable accommodation for a disabled family member. The unit owner must have written approval from the Program.

Other Housing Assistance

- No one in the assisted family may get Section 8 housing assistance while getting another housing subsidy, for any unit, under any other Federal, State, or local housing assistance program.

Fraud or Other Program Violations

- Family members must not commit fraud, bribery, or any other crime in connection with the program.

Crime and Alcohol Abuse by Household Members

- Household members may not engage in any of the following that threatens the health, safety, or right to peaceful enjoyment of anyone living near the unit, the landlord, property management staff, a Program employee, contractor, subcontractor, or agent:
 - drug-related crime

- violent crime
- other crime
- alcohol abuse

11. Moves

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260]

If the Program determines that

- a family is occupying a wrong size unit, based on the Program's subsidy standards, or
- a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features

Then the Program must

- promptly notify the family and the owner of this determination, and
- the Program must offer the family the opportunity to receive continued housing assistance in another unit

The Program will notify the family and the owner of the family's need to move based on the occupancy of a wrong size or accessible unit within 10 business days of The Program's determination. The Program 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 from the participant's original Participating PHA

If the Participating PHA offers the family a tenant-based voucher, the Program must terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher including any extension granted by the Participating PHA or the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration of the term of the family's voucher, the Program must remove the unit from the HAP contract.

When the Program offers a family other PBV assistance, 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 Program will terminate the housing assistance payments at the expiration of this 30-day period and remove the unit from the HAP contract.

The Program 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.

Family Right to Move [24 CFR 983.261]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to RPBV PROGRAM. If the family wishes to move with continued tenant-based assistance, the family must contact the Program to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the Program will offer the family the following options:

- First, offer another PBV unit in the same development
- Second, offer to transfer to a different development where the program has available PBV units
- Third, a referral to their original Participating PHA's tenant-based rental assistance (HCV)

If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, the family's original Participating PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

Emergency Transfers under VAWA [Notice PIH 2017-08]

The Program will follow VAWA policies, except for project-based voucher Program special considerations, as outlined in Chapter 22 of this administrative plan, including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA.

HUD requires that the Program include policies that address when a victim has been living in a unit for less than a year or when a victim seeks to move sooner than a tenant-based voucher is available.

The Program will provide several options for continued assistance for a victim of domestic violence, dating violence, sexual assault, or stalking. These options apply to a victim that has lived in the unit for less than or more than one year.

- The Program will first try to transfer the participant to another PBV unit in the same development, transfer to a different development where the program has PBV units, or transfer to a different development where the participant's original Participating PHA has PBV units. The Program will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.
- If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to either their original Participating PHA's tenant-based rental assistance (HCV) or public housing Program. The Program and the original Participating PHA will make the decision based on the availability of tenant-based vouchers or vacancies in public housing units within the original Participating PHA.

12. Determining Rent to Owner

Overview

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner's request in accordance with Program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

Rent Limits [24 CFR 983.301]

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by RPBV PROGRAM, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Certain Tax Credit Units [24 CFR 983.301(c)]

The rent limits are determined differently than for other PBV units for certain tax credit units. Different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same project, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds 110 percent of the fair market rent or any approved exception payment standard;

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of

- The tax credit rent minus any utility allowance
- The reasonable rent, or
- The rent requested by the owner

Definitions

A *qualified census tract* is any census tract or equivalent geographic area defined by the Bureau of the Census in which

- at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or
- where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD

Tax credit rent is the rent charged for comparable units of the same bedroom size in the project that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Reasonable Rent [24 CFR 983.301(e) and 983.302(c)(2)]

The Program must determine reasonable rent in accordance with 24 CFR 983.303. The rent to owner for each contract unit may never exceed the reasonable rent, except in cases where the Program has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner; the reasonable rent would result in a rent below the initial rent. However, the Program must reduce the rent to owner in the following cases:

- To correct errors in calculations in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 24 CFR 983.55
- If a decrease in rent to owner is required based on changes in the allocation of the responsibility for utilities between owner and tenant

If the Program has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

The Program will elect within the HAP contract not to reduce rents below the initial level, with the exception of circumstances listed in 24 CFR 983.302(c)(2). If, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent, the Program will use the higher initial rent to owner amount.

Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

When determining the initial rent to owner, the Program must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, the Program must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the Program may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher Program also applies to the project-based voucher Program. HUD will not approve a different exception payment standard amount for use in the PBV Program.

For the purposes of the Regional Project Based Voucher Program, the Program will use the payment standards from the jurisdiction in which the units are located, as well as the Utility Allowance schedules. Appendix A of this

plan contains the payment standards for each jurisdiction. Appendix B contains the Utility Allowance schedules for each jurisdiction.

Upon written request by the owner, the Program will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. The Program will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, the Program may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if the Program determines it is necessary due to PHA budgetary constraints.

Redetermination of Rent [24 CFR 983.302]

The Program must redetermine the rent to owner

- upon the owner's request, or
- when there is a 10 percent or greater decrease in the published FMR.

Rent Increase

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

The Program may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV Program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units that have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

The Program may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

Rent Decrease

the Program must decrease the rent to owner regardless of whether the owner requested a rent adjustment, if the decrease is due to a change in the

- FMR
- exception payment standard
- reasonable rent amount

The rent to owner would not change where the Program has elected within the HAP contract not to reduce rents below the initial rent under the initial HAP contract.

Notice of Rent Change

The Program will redetermine the rent to owner and notify the owner in writing the amount of the redetermined rent. The Program notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

The Program will provide the owner with at least 30 days written notice of any change in the amount of rent to owner.

PHA-Owned Units [24 CFR 983.301(g)]

For Participating PHA-owned PBV units, an independent entity approved by HUD will determine the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract. The Program must use the rent to owner established by the independent entity.

Reasonable Rent [24 CFR 983.303]

The rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the Program when the initial rent is established and during the term of the HAP contract, except where the Program has elected within the HAP contract not to reduce rents below the initial rent under the initial HAP contract

When Rent Reasonable Determinations Are Required

The Program must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a 10 percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- the Program approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same building or project; or
- There is any other change that may substantially affect the reasonable rent.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the Program must consider factors that affect market rent such as

- location
- quality
- size
- type of unit
- age of the unit
- amenities
- housing services maintenance
- utilities provided by the owner

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units. The Program must retain the analysis. The Program staff or another qualified person

or entity may perform the comparability analysis. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

PHA-Owned Units

For Participating PHA-owned units, an independent agency approved by HUD in accordance with PBV Program requirements must determine the amount of the reasonable rent. The independent entity must provide a copy of the determination of reasonable rent for Participating PHA-owned units to the Program and to the HUD field office where the project is located.

Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, the Program may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

Effect of Other Subsidy and Rent Control

In addition to the rent limits discussed in Section 17-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance (see Section 17-II.D).

Other Subsidy [24 CFR 983.304]

To comply with HUD subsidy layering requirements, at the discretion of HUD or its designee, a PHA shall reduce the rent to owner because of other governmental subsidies, including tax credits or tax exemptions, grants, or other subsidized funding.

For units receiving assistance under the HOME Program, rents may not exceed rent limits as required by that Program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal Program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD

Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

Rent Control [24 CFR 983.305]

In addition to the rent limits set by PBV Program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

13. Payments to Owner

Housing Assistance Payments [24 CFR 983.351]

During the term of the HAP contract, the Program must make housing assistance payments to the owner in accordance with the terms of the HAP contract each month that

- a contract unit complies with HQS
- an eligible family leases and occupies the unit.

The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the Program agree on a later date.

Except for discretionary vacancy payments, the Program may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit even if household goods or property remains in the unit.

The amount of the housing assistance payment by the Program is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

Vacancy Payments [24 CFR 983.352]

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

If the Program determines that the owner is responsible for a vacancy and, as a result, is not entitled to keep the housing assistance payment, the Program will notify the landlord of the amount of housing assistance payment that the owner must repay. The Program will require the owner to repay the amount owed in accordance with the policies in Chapter 18.

At the discretion of RPBV PROGRAM, the HAP contract may provide for vacancy payments to the owner. The Program may only make vacancy payments if:

- The owner gives the Program prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out to the best of the owner's knowledge.
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which they are requesting payment.
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy.
- The owner provides any additional information required and requested by the Program to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by the Program and must provide any information or substantiation required by the Program to determine the amount of any vacancy payment.

If an owner's HAP contract calls for vacancy payments, in order to receive the payments, the owner must have properly notified the Program of the vacancy in accordance with the policy in Chapter 4 regarding filling vacancies.

The owner must make the vacancy payment request within 10 business days of the end of the period that the owner is requesting the vacancy payment. The request must include the required owner certifications and the Program may require the owner to provide documentation to support the request. The owner must provide the information requested by the Program within 10 business days of the request, or the Program will not make vacancy payments.

Tenant Rent to Owner [24 CFR 983.353]

The tenant rent is the portion of the rent to owner paid by the family. The Program determines the amount of tenant rent in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the Program notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the Program is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and owner provided utilities. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by RPBV PROGRAM. The owner must immediately return any excess payment to the tenant.

Tenant and the Program Responsibilities

The family is not responsible for the Program's housing assistance payment portion of rent to owner and the owner may not terminate the tenancy of an assisted family for nonpayment by RPBV PROGRAM.

Likewise, the Program is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The Program is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The Program may not use housing assistance payments or other Program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, the Program must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The Program may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the Program chooses to pay the utility supplier directly, the Program must notify the family of the amount paid to the utility supplier.

The Program will make utility reimbursements to the family.

Other Fees and Charges [24 CFR 983.354]

Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

14. Tenant Income

Overview

A family's income determines eligibility for assistance and the Program uses it to calculate the family's payment and BRHP's subsidy.

Annual Income Definition

Annual income means all amounts, monetary or not, which:

- Go to, or on behalf of, the family head or spouse, even if temporarily absent, or to any other family member
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date
- Are amounts derived during the 12-month period from assets to which any member of the family has access are not specifically excluded, see **Earned Income – Not Counted**

Household Composition and Income

The Program must count income received by all family members unless specifically excluded by Federal regulations or The Program policy. It is the responsibility of the head of household to report changes in family composition.

Summary of Income Included and Excluded by Person

Head, spouse, or co-head, and other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under 18 years of age	Employment income is excluded. All other sources of income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or co-head)	Employment income is excluded. All other sources of income, except those specifically excluded by the regulations, are included.
Foster child or foster adult	Income from payment for care is excluded.
Live-in Aides	Income from all sources is excluded.

Temporarily Absent Family Members

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

- An individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member.
- An individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member.

Exceptions to Temporarily Absent Family Members

Absent Students

A family member who attends school away from home will continue to be a family member unless the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care

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

The Program will verify the child's status with the appropriate agency.

Absent Head, Spouse, or Co-head

An employed head, spouse, or co-head absent from the unit more than 180 consecutive days due to employment will continue to be a family member.

Family Members Permanently Confined for Medical Reasons

A family member confined to a nursing home or hospital on a permanent basis is no longer a family member and their income no longer counts.

The Program will request verification from a medical professional who is in a position to know about and verify the individual's confinement.

Joint Custody of Dependents

Dependents that are subject to a joint custody arrangement will be a member of the family, if they live with the applicant or participant family 51 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the Program will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes. If both parties claiming the dependent are public housing residents, BRHP, may consult with the other PHA to make a determination.

Anticipating Annual Income

The Program is required to count all income "anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date".

Basis of Annual Income Projection

The Program generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes The Program to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected

- It is not feasible to anticipate a level of income over a 12-month period, for example, due to seasonal or cyclic income
 - A school employee's income does not meet the definition of seasonal income.
- The Program believes that past income is the best available indicator of expected future income

When The Program cannot readily anticipate income based upon current circumstances, for example in the case of seasonal employment, unstable working hours, or suspected fraud, the Program 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.

Any time current circumstances are not used to project annual income, the Program will document a clear rationale for the decision in the family's file.

In all such cases, the family may present information and documentation to The Program to show why the historic pattern does not represent the family's anticipated income.

Earned Income

Earned Income - Included in Annual Income

Wages and Related Compensation

The full amount of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income. The full amount is the amount of income before any payroll deductions.

For persons who regularly receive bonuses or commissions, the Program will verify and then average amounts received for the two years before admission or reexamination. If only a one-year history is available, the Program will use the prior year amounts. In either case, the family may provide, and The Program will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the Program will count only the amount estimated by the employer and appropriately document the file.

Military Pay

All regular pay, special pay, and allowances of a member of the Armed Forces count as earned income **except** for the special pay to a family member serving in the Armed Forces exposed to hostile fire.

Earned Income - Not Counted in Annual Income

Exclude Temporary, Nonrecurring, or Sporadic Income

Temporary income is subject to time limits and does not culminate in permanent income.

Nonrecurring income is that which is not likely to occur again.

Sporadic income is income that is unreliable and unpredictable. For example, the income of a handyman, who occasionally works and who could not anticipate future work and no historic, stable pattern of income exists, is sporadic income. Sporadic income includes:

- Gifts
- Temporary payments from the U.S. Census Bureau for employment lasting no longer than 180 days

Children's Earnings

Exclude employment income earned by children including foster children under the age of 18 years

Earned Income of Full-Time Students

The Program excludes earnings in excess of \$480 for each full-time student age 18 or older except for the head, spouse, or co-head. To be "full-time", an educational institution with a degree or certificate Program must consider the student "full-time".

Income of a Live-in Aide

Exclude income earned by a live-in aide.

Income Earned under Certain Federal Programs

Exclude income from federal Programs including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973
- Awards under the federal work-study Program
- Payments received from Programs funded under Title V of the Older Americans Act of 1985
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Allowances, earnings, and payments to participants in Programs funded under the Workforce Investment Act of 1998

Resident Service Stipend

Exclude amounts received under a resident service stipend not to exceed \$200 per individual per month. No resident may receive more than one such stipend during the same period.

State and Local Employment Training Programs

Exclude any family member's incremental earnings and benefits from participation in qualifying employment-training Programs, including training as resident management staff.

The Program defines **training Program** as a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period to time. A training Program leads to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency.

Training may include, but is not limited to

- classroom training in a specific occupational skill
- on-the-job training with wages subsidized by the Program
- basic education

The Program defines **incremental earnings and benefits** as the difference between:

- the total amount of welfare assistance and earnings of a family member prior to enrollment in a training Program
- the total amount of welfare assistance and earnings of the family member after enrollment in the Program

In calculating the incremental difference, the Program will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

The family must report end of participation in a training Program in accordance with BRHP's interim reporting requirements.

HUD-Funded Training Programs

Exclude amounts received under training Programs funded in whole or in part by HUD are from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME Program, and other grant funds received from HUD. The Program must meet BRHP's definition of training Program to qualify.

Earned Income Tax Credit

Exclude Earned Income Tax Credit (EITC) refund payments, received on or after January 1, 1991, from annual income. Although many families receive the EITC annually when they file taxes, they can also receive an EITC throughout the year. The prorated share of the annual EITC is included in the employee's payroll check.

Earned Income Disallowance (EID) for Persons with Disabilities

The EID only applies to a disabled individual in a family already participating in the Program.

EID Eligibility

To qualify, a disabled family member must have an increase in annual income due to one of the following events:

- Employment when previously unemployed for one or more years
 - Previously unemployed includes a person whose annual income was not more than the community minimum wage multiplied by 500 hours.
 - The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings from participation in an economic self-sufficiency or job-training Program
 - A self-sufficiency Program includes a Program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families.
- New employment or increased earnings when receiving benefits or services under Temporary Assistance for Needy Families (TANF) or any other state Program funded under Part A of Title IV of the Social Security Act within the past six months.
 - For benefits received in the form of monthly maintenance, there is no minimum amount.
 - For benefits or services received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

EID Calculation

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with their "prior income".

- The Program defines prior income as the family members last certified income before qualifying for the EID.
- The family member's prior income remains constant as a baseline throughout the EID participation period.

While qualification for the disallowance is the same for all families, calculation of the disallowance will differ depending on when the family member qualified for the EID.

Participants qualifying prior to May 9, 2016, will have the disallowance calculated under the “Original Calculation Method, which requires a maximum lifetime disallowance period of up to 48 consecutive months. However, a family is only eligible to receive the EID benefit for 24 months across the 48-month lifetime maximum benefit period.

During the 24-month exclusion period, the Program excludes 100 percent of any increase in income attributable to new employment or increased earnings. The 24 months are cumulative and need not be consecutive.

The EID has a 48-month lifetime maximum. The 48-month eligibility period begins on the first of the month following the date of the eligible member’s employment or increased earnings and ends 48 months later.

Participants qualifying on or after May 9, 2016, will be subject to the “Revised Calculation Method”, which shortens the lifetime disallowance period to 24 consecutive months.

During the 24-month exclusion period, the Program excludes 100 percent of any increase in income attributable to new employment or increased earnings. The 24 months are consecutive.

The EID has a 24-month lifetime maximum. The 24-month eligibility period begins on the first of the month following the date of the eligible member’s employment or increased earnings and ends 24 months later. At the end of the 24 months, the EID ends regardless of how many months were “used.”

- Under both the original and revised methods, the EID eligibility criteria, the benefit amount, the single lifetime eligibility requirement, and the ability of the applicable family member to stop and restart employment during the eligibility period are the same.
- The one-time eligibility for the EID applies even if the eligible individual begins receiving assistance from another housing agency, moves between public housing and Section 8 assistance, or if there are breaks in assistance.
- During the benefit period, the family member must report any change in employment or income. See Interim Change.
- One hundred percent of earned income will be disregarded for the first year; in the second year, fifty percent of the earned income will be excluded and a Program-initiated interim change will be required.

Business Income

Annual income includes:

- Net income from the operation of a business or profession
 - Net income is gross income less business expense
- HUD regulations do not permit expenditures for business expansion or amortization of capital indebtedness as deductions in determining net income
- An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations
- HUD regulations require that any withdrawal of cash or assets from the operation of a business or profession be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family

Business Expenses

The Program will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535].

Business Expansion

Business expansion is any capital expenditure made to add new business activities, to expand current facilities, or to operate the business in additional locations.

Capital Indebtedness

Capital indebtedness is the principal portion of the payment on a capital asset such as land, buildings, and machinery. The Program will allow as a business expense the interest, but not principal, paid on capital indebtedness.

Negative Business Income

If the business net income is negative, no business income will be included in annual income. The Program will not use a negative amount to offset other family income.

Withdrawal of Cash or Assets from a Business

Acceptable investments in a business include cash loans and contributions of assets or equipment. Investments do not include the value of labor contributed to the business without compensation.

Co-owned Businesses

The assisted family must document the share of the business they co- own. If their share of the income is lower than their share of ownership, the assisted family must document the reasons for the difference.

Value of Assets and Asset Income

Income from Assets

The Program generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset.

As is true for all sources of income, HUD authorizes The Program to use other than current circumstances to anticipate income when

1. an imminent change in circumstances is expected
2. it is not feasible to anticipate a level of income over 12 months or
3. The Program believes that past income is the best indicator of anticipated income.

The Program will document in the family's file a clear rationale when not using current circumstances to determine asset income.

In all such cases, the family may present information and documentation to The Program to show why the asset income determination does not represent the family's anticipated asset income.

Valuing Assets

The calculation of asset income sometimes requires The Program to make a distinction between an asset's market value and its cash value.

- The market value of an asset is the amount a buyer would pay for real estate or the total value of an investment account.

- The cash value of an asset is its market value less reasonable costs that the seller would incur when converting the asset to cash.
 - Reasonable costs 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

Lump-Sum Payment - Asset

Payments received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally assets, not income. To not count as income, the family must retain the lump sum payment in the form of an asset. For example, the family deposits an insurance settlement into a savings or checking account.

Imputing Income from Assets

To impute income is to assign value.

Net Family Assets - \$5,000 or Less

The Program will exclude from annual income the actual income anticipated from the assets when the cash value of the asset is less than \$5,000.

Net Family Assets - \$5,000 or More

The Program will include in annual income whichever is greater:

1. the actual income derived from the assets or
2. the imputed income
 - To calculate imputed income from assets, multiply the total cash value of all family assets by an average passbook-savings rate as determined by BRHP.

The Program will initially set the imputed asset passbook rate at the national rate established by the Federal Deposit Insurance Corporation (FDIC).

The Program will review the passbook rate annually in December. The Program will adjust the rate if BRHP's rate is no longer within 0.75 percent of the national rate then it will be set at the current national rate.

Changes to the passbook rate will take effect on February 1 following the December review.

Determining Anticipated Income from Assets

1. Use the market value of the asset when the value is required to compute the anticipated income

For example, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

2. Use the actual income from the asset to compute anticipated income

For example, if the asset is a property and the family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received.

Withdrawal of Cash or Liquidation of Investments

Any withdrawal of cash or assets from an investment will be included in income except withdrawals that reimburse amounts invested by the family.

Jointly Owned Assets

Federal regulations specify that annual income include amounts derived from assets during the 12-month period to which any family member has access.

- If more than one person owns an asset and any family member has unrestricted access to the asset, the Program will count the full value of the asset.
 - A family member has unrestricted access to an asset when they can legally dispose of the asset without the consent of any other owners.
- If more than one person, including a family member, owns an asset but the family member has restricted access to the asset, the Program will prorate the asset according to the percentage of ownership.
 - If state or local law does not specify or provide a percentage, the Program will prorate the asset evenly among all owners.

Assets Disposed of for Less than Fair Market Value

HUD regulations require The Program to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the initial eligibility or recertification, except as noted below.

Minimum Threshold

The Program 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.

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

Assets placed by the family in non-revocable trust are assets disposed of for less than fair market value except when the assets placed in trust were from settlements or judgments.

Separation or Divorce

When an asset is disposed of as part of a separation or divorce settlement, it is not considered disposed of for less than fair market value.

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.

Foreclosure or Bankruptcy

Assets are not disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

Types of Assets

Checking and Savings Accounts

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

- The Program will use the average monthly balance for the last six months to determine the value of a checking account.
- To determine the value of a savings account, the Program will use the current balance.
 - For an interest bearing checking or savings account, the Program will determine the anticipated income by multiplying the value of the account by the current rate of interest paid on the account.

Investment Accounts: Stocks, Bonds, Saving Certificates, and Money Market Funds

Interest or dividends earned by investment accounts count as actual income from assets including reinvested earnings.

The cash value of such an asset is determined by deducting any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash from the market value.

- To determine the market value of an investment account, the Program will use the value of the account on the most recent investment report.
- The calculation for anticipated income from an investment account depends on the rate of return.
 - For assets in an investment account with a known rate of return, like a savings certificate, the Program will calculate asset income based on that known rate - market value multiplied by rate of earnings.
 - For an asset, like a stock, with an unknown anticipated rate of return, the Program will calculate asset income based on the earnings for the most recent reporting period.

Equity in Real Property or Other Capital Investments

Equity, the cash value, in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs, such as broker fees, incurred in selling the asset

To figure the equity, the Program will determine market value by examining recent sales of at least three properties in the surrounding or similar neighborhood that possess comparable factors that affect market value.

- The Program will first use the payoff amount for the loan or mortgage as the unpaid balance to calculate equity. If the payoff amount is not available, the Program will use the basic loan balance information to deduct from the market value in the equity calculation.

The Program considers equity in real property and other capital investments in the calculation of asset income **except** for the following types of assets:

- Equity accounts in HUD homeownership Programs
- The value of a home currently being purchased with assistance under the HCV Program Homeownership Option for the first 10 years after the purchase date of the home
- Equity in owner-occupied cooperatives and manufactured homes in which the family lives
- Equity in real property when a family member's main occupation is real estate is a business asset. See Business Income.
- Interests in Indian Trust lands
- Real property and capital assets that are part of an active business or farming operation

The Program must also deduct from the equity the reasonable costs for converting the asset to cash. The net cash value of real property is the market value of the loan or mortgage minus the expenses to convert to cash.

- For the purposes of calculating expenses to convert to cash for real property, the Program will use ten percent of the market value of the home.

A family may have real property as an asset in two ways:

1. Owning the property
2. Holding a mortgage or deed of trust on the property
 - In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property.
 - If the property generates no income, actual anticipated income from the asset will be zero.
 - In the case of a mortgage or deed of trust held by a family member, the outstanding balance or unpaid principal is the cash value of the asset.
 - The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is anticipated asset income.

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will count as an asset unless The Program determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

Trusts

A trust is a legal arrangement generally regulated by state law in which one party, the creator or grantor, transfers property to a second party, the trustee, who holds the property for the benefit of one or more third parties, the beneficiaries.

- **Revocable Trusts**
 - If any member of a family has the right to withdraw the funds in a trust, the value of the trust is an asset.
 - Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.
- **Non-revocable Trusts**
 - In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not an asset.
 - However, any income distributed to the family from such a trust counts as a periodic payment or a lump-sum receipt as appropriate.

Retirement Accounts

- **Company Retirement or Pension Accounts**
 - The Program must know if the money held in a company retirement or pension account by an employed person is accessible before retirement in order to include or exclude any amount as an asset.
 - Only the amount the family member can withdraw without retiring or terminating employment is counted as an asset while a family member is employed
 - After a family member retires or terminates employment, any amount distributed to them counts as a periodic payment or a lump-sum receipt, except to the extent that it represents funds they invested in the account. The balance in the account counts as an asset only if it remains accessible to the family member.

- **IRA, Keogh, and Similar Retirement Savings Accounts**

IRA, Keogh, and similar retirement savings accounts count as assets even though early withdrawal would result in a penalty.

Personal Property

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, are an asset.

- To determine the value of personal property held as an investment, the Program will use the family's estimate of the value.
- The Program may obtain an appraisal to confirm the value of the asset if there is reason to believe that the family's estimate is off by \$50 or more. The family must cooperate with the appraiser, but cannot incur any costs related to the appraisal.
- Generally, personal property held as an investment generates no income until it is disposed of. If there is regular income, for example income from renting the personal property, the amount of expected earnings in the coming year counts as actual income from the asset.
- Necessary items of personal property do not count as assets.
 - Necessary personal property consists of only those items not held as an investment, and may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

Life Insurance

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy is included in the calculation of the value of the family's assets. The cash value is the surrender value.

If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest as income from the asset counts whether the family actually receives it.

Periodic Payments

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

Periodic Payments Included in Annual Income

- social security
- unemployment
- welfare assistance
- annuities
- insurance policies
- retirement funds
- pensions

However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family.

Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum are included in annual income.

Periodic Payments Excluded from Annual Income:

- payments for the care of foster children or foster adults in excess of \$480
- kinship guardianship assistance payments (Kin-GAP) and other similar guardianship payments are treated the same as foster care payments
- amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home
- amounts received under the Low-Income Home Energy Assistance Program
- amounts received under the Child Care and Development Block Grant Act of 1990
- Earned Income Tax Credit (EITC) refund payments
 - Note: EITC may be a periodic payment if the family elects to receive the amount due as part of payroll payments from an employer.
- lump-sums received as a result of delays in processing Social Security and SSI payments
- lump-sums or prospective monthly amounts received as deferred disability benefits from the Department of Veterans Affairs (VA)

Lump-Sum Payments -Periodic Payment Income

Included in Income

- Most lump sums received because of delays in processing periodic payments, such as unemployment or welfare assistance

Excluded from Income

- Lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments
- Any deferred disability benefits that are received in a lump-sum or in prospective monthly amounts from the Department of Veterans Affairs are to be excluded from annual income

When The Program receives a reported delayed-start payment during a recertification, the Program will adjust the family share and the Program subsidy retroactively for the period the payment was to cover. The family may pay in full any amount due or request to enter into a repayment agreement with BRHP.

Treatment of Overpayment Deductions from Social Security Benefits

- The Program must make a special calculation of annual income when the Social Security Administration (SSA) overpays an individual, resulting in a withholding or deduction from their benefit amount until the individual pays the overpayment in full.
- The amount and duration of the withholding will vary depending on the amount of the overpayment and the percent of the benefit rate withheld.
- Regardless of the amount withheld or the length of the withholding period, the Program must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

Payments in Lieu of Earnings

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income if they are received either in the form of periodic payments **or** in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If received in a one-time lump sum, such as a settlement, the payment is a lump-sum receipt.

Welfare Assistance

Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under Programs funded separately or jointly by federal, state, or local governments.

Reduction of Welfare Benefits

The Program must deny a family's request for an interim recertification after obtaining written verification from the welfare agency that the agency has reduced the participant's welfare income because of

- Failure to comply with economic self-sufficiency Program
- Failure to comply with work activities requirements
- Fraud

This rule does not apply to reductions in welfare benefits:

- Due to the expiration of the lifetime or other time limit on receiving benefits
- If the family has complied with welfare Program requirements but cannot find employment

The Program must include in annual income the "imputed" welfare income. The imputed welfare income is the amount of the reduction in benefits because of the sanction.

This provision is subject to BRHP's informal hearing procedure. The Program will provide written notice to the family if the Program denies their request.

Periodic and Determinable Allowances

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with an assisted family.

Alimony and Child Support

The Program must count alimony or child support amounts awarded as part of a divorce or separation agreement unless The Program verifies that:

- the payments are not being made
- the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

Regular Contributions or Gifts

The Program must count as income regular monetary and nonmonetary contributions or gifts from persons not residing with an assisted family

Examples of regular contributions include:

- regular payment of a family's bills, for example utilities, telephone, rent, credit cards, or car payments
- cash or other liquid assets provided to any family member on a regular basis
- "in-kind" contributions such as groceries and clothing provided to a family on a regular basis

Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by BRHP.

For contributions that may vary from month to month, such as utility payments, the Program will include an average amount based upon past history.

Student Financial Assistance

Student Financial Assistance Included in Annual Income

The regulation requiring the inclusion of certain student financial assistance applies only to students who satisfy all of the following conditions:

1. Enrollment in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965.
2. They are seeking or receiving Section 8 assistance on their own—that is, apart from their parents—through the HCV Program, the project-based voucher Program, or the moderate rehabilitation Program.
3. They are under 24 years of age **OR** they have no dependent children.

For students who satisfy these 3 conditions, any financial assistance in excess of tuition and any other required fees and charges received must be included in annual income:

- under the 1965 HEA,
- from a private source
- from an institution of higher education, as defined under the 1965 HEA

To determine annual income in accordance with the above requirements, the Program will use these definitions:

ASSISTANCE UNDER THE HIGHER EDUCATION ACT OF 1965 includes Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, State assistance under the Leveraging Educational Assistance Partnership Program, the Robert G. Byrd Honors Scholarship Program, and Federal Work Study Programs.

- **ASSISTANCE FROM PRIVATE SOURCES** means assistance from nongovernmental sources, including parents, guardians, and other persons not residing with the student in an HCV assisted unit.
- **TUITION** will have the meaning given by the institution of higher education where the student is enrolled and will include any other fees and charges required by the institution for enrollment.

Student Financial Assistance Excluded from Annual Income

The Program fully excludes any student financial assistance from annual income not subject to inclusion, whether paid directly to the student, or to the educational institution the student is attending. This includes any financial assistance received by

- students residing with parents who are seeking or receiving Section 8 assistance

- students who are enrolled in an educational institution that does not meet the 1965 HEA definition of institution of higher education
- students who are over 23 and have at least one dependent child
- students who are receiving financial assistance through a governmental Program not authorized under the 1965 HEA

Additional Exclusions from Annual Income

- Reimbursement of medical expenses
- Amounts received by participants in other publicly assisted Programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific Program
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Adoption assistance payments
- Refunds or rebates on property taxes paid on the unit
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home
- Amounts specifically excluded by any other federal statute including:
 - The value of the allotment provided to an eligible household under the Food Stamp Act of 1977
 - Benefits under Section 1780 of the School Lunch Act and Child Nutrition Act of 1966, including WIC
 - Payments to volunteers under the Domestic Volunteer Services Act of 1973 (
 - Payments received under the Alaska Native Claims Settlement Act
 - Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes
 - Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
 - Payments received under Programs funded in whole or in part under the Workforce Investment Act of 1998
 - Deferred disability benefits from the Department of Veterans Affairs, whether received as a lump sum or in monthly prospective amounts
 - Income derived from the disposition of funds to the Grand River Band of Ottawa Indians
 - Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990
 - A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010
 - The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands,

- including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
- Benefits under the Indian Veterans Housing Opportunity Act of 2010, only applies to Native American housing Programs
- Payments received from Programs funded under Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent Orange* product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
- Payments received under 38 U.S.C. 1833(c) to children of Vietnam veterans born with spinal bifida, children of women Vietnam veterans born with certain birth defects, and children of certain Korean service veterans born with spinal bifida
- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments received on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965j, including awards under federal work-study Programs or under the Bureau of Indian Affairs student assistance Programs (20 U.S.C. 1087uu). For Section 8 Programs, the exception found in § 237 of Public Law 109–249 applies and requires that the amount of financial assistance in excess of tuition and mandatory fees shall be considered income, except for those persons with disabilities
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
- Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002
- Payments made from the proceeds of Indian tribal trust cases as described in Notice PIH 2013–30, "Exclusion from Income of Payments under Recent Tribal Trust Settlements"
- Major disaster and emergency assistance received under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by states, local governments, and disaster assistance organizations

Adjusted Income

Adjusted income is a family's annual income less any of the deductions for which the family qualifies.

Income Deductions

The Program will use the following deductions to determine adjusted income:

- (1) \$480 for each dependent;
- (2) \$400 for any elderly family
- (3) The sum of the following, to the extent the sum exceeds three percent of annual income:

- (i) Unreimbursed medical expenses of any elderly family or disabled family;
- (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
- (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. or disabled family;

Dependent Deduction

An allowance of \$480 is deducted from annual income for each dependent [24 CFR 5.611(a)(1)]. *Dependent* is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

Elderly or Disabled Family Deduction

A single deduction of \$400 is taken for any elderly or disabled family [24 CFR 5.611(a)(2)]. An *elderly family* is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, co-head, or sole member is a person with disabilities [24 CFR 5.403].

Medical Expenses Deduction [24 CFR 5.611(a)(3)(i)]

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].

Definition of *Medical Expenses*

HUD regulations define *medical expenses* at 24 CFR 5.603(b) to mean “medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.”

The most current IRS Publication 502, *Medical and Dental Expenses*, will be used as a reference to determine the costs that qualify as medical expenses.

Summary of Allowable Medical Expenses from IRS Publication 502	
Services of medical professionals	Substance abuse treatment Programs
Surgery and medical procedures that are necessary, legal, noncosmetic	Psychiatric treatment
Services of medical facilities	Ambulance services and some costs of transportation related to medical expenses
Hospitalization, long-term care, and in-home nursing services	

<p>Prescription medicines and insulin, but <u>not</u> nonprescription medicines even if recommended by a doctor</p> <p>Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)</p>	<p>The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)</p> <p>Cost and continuing care of necessary service animals</p> <p>Medical insurance premiums or the cost of a health maintenance organization (HMO)</p>
<p>Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.</p>	

Families That Qualify for Both Medical and Disability Assistance Expenses

This policy applies only to families in which the head, spouse, or co-head is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the PHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

Disability Expense Deduction [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

Earned Income Limit on the Disability Assistance Expense Deduction

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, the Program will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When The Program determines that the disability assistance expenses enable more than one family member to work, the expenses will be capped by the sum of the family members’ incomes.

Eligible Disability Expenses

Examples of auxiliary apparatus are provided in the *HCV Guidebook* as follows: “Auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work” [HCV GB, p. 5-30].

HUD advises PHAs to further define and describe auxiliary apparatus [VG, p. 30].

Eligible Auxiliary Apparatus

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

Eligible Attendant Care

The family determines the type of attendant care that is appropriate for the person with disabilities.

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, the Program will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Payments to Family Members

No disability assistance expenses may be deducted for payments to a member of an assisted family [24 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

Necessary and Reasonable Expenses

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

The Program determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the PHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and The Program will consider, the family’s justification for costs that exceed typical costs in the area.

Families That Qualify for Both Medical and Disability Assistance Expenses

This policy applies only to families in which the head or spouse is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the PHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

Child Care Expense Deduction

HUD defines *child care expenses* at 24 CFR 5.603(b) as “amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.”

Clarifying the Meaning of *Child* for This Deduction

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family’s household [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family’s household are included when determining the family’s child care expenses [HCV GB, p. 5-29].

Qualifying for the Deduction

Determining Who Is Enabled to Pursue an Eligible Activity

The family must identify the family member(s) enabled to pursue an eligible activity. The term *eligible activity* in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family’s request, the Program will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the child care expense being allowed by BRHP

Furthering Education

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training Program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

Being Gainfully Employed

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member’s employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

Earned Income Limit on Child Care Expense Deduction

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 5.603(b)].

The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person with disabilities who receives the earned income disallowance (EID) or a full-time student whose earned income above \$480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person’s earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes \$15,000 but because of the EID only \$5,000 is included in annual income, child care expenses are limited to \$5,000.

The Program must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30].

When the child care expense being claimed is to enable a family member to work, only one family member’s income will be considered for a given period of time. When more than one family member works during a given period, the Program generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

Eligible Child Care Expenses

The type of care to be provided is determined by the assisted family. The Program may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

Allowable Child Care Activities

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family’s unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, the PHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Necessary and Reasonable Costs

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, the Program will use the schedule of child care costs from the local welfare agency. Families may present, and the Program will consider, justification for costs that exceed typical costs in the area.

15. Calculating Assistance: Family Share and Subsidy

Total Tenant Payment (TTP)

TTP is the total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

HUD regulations specify the formula for calculating TTP for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income
- 10 percent of the family's monthly gross income (annual income divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent of \$0 as established by BRHP

Family Share

Family share is the portion of rent and utilities paid by the family. To calculate the family share, subtract the amount of the housing assistance payment from the gross rent, which is "rent to owner" plus any utility allowance.

To calculate the family's portion of rent payable to the owner, subtract the amount of the housing assistance payment to the owner from the rent to owner. Rent to owner is the total monthly rent payable to the owner under the lease for the unit, also called the contract rent.

If a family chooses a unit with a gross rent that exceeds BRHP's applicable payment standard:

1. The family will pay more than the TTP
2. At initial occupancy, the Program cannot approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly-adjusted income. This rule applies any time a family moves into a new unit.

The Program must verify the income used for this determination no earlier than 60 days before the Project-Based assistance begins for the family.

RPBV Subsidy

The Program will pay a monthly housing assistance payment to the landlord on behalf of a family that is equal to the lower of the applicable payment standard for the family minus the TTP or the gross rent minus the TTP.

Payment Standards

The payment standard sets the maximum subsidy payment a family can receive from the Program each month.

Payment standards are based on fair market rents (FMRs) published annually by HUD. FMRs are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area.

For the purposes of the RPBV Program, the payment standards are set by the jurisdiction in which the units reside. Appendix A of this plan contains the payment standards for each jurisdiction.

Utility Allowance

The Program uses established utility allowance schedules in determining family share and the Program subsidy. The Program must maintain a utility allowance schedule for

- all tenant-paid utilities
- the cost of tenant-supplied refrigerators and ranges
- other tenant-paid housing services such as trash collection

The utility allowance must include the utilities and services that are necessary in the area to provide housing that complies with housing quality standards. There is no utility allowance for non-essential utility costs such as telephone, cable, satellite television, or internet services.

The utility allowance schedules classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection; other electric; cost of tenant-supplied refrigerator; cost of tenant-supplied range; and other specified housing services.

The utility allowance schedules must state the cost of each utility and housing service separately by unit size and type. Type of utility generally refers to the type of fuel used.

The Program will only include an allowance for air-conditioning in its schedule if it is included in the schedule adopted from the local PHA. Central air-conditioning or a portable air conditioner must be present in a unit before The Program will apply this allowance to a family's rent and subsidy calculations.

Appendix B contains the Utility Allowance schedules for each jurisdiction.

Exception to Utility Allowance Schedule as a Reasonable Accommodation

The Program may approve a higher utility allowance if a family needs it as a reasonable accommodation to make the Program accessible to and usable by the family member with a disability.

The family must submit a **REASONABLE ACCOMMODATION REQUEST FORM** to request the higher allowance and provide The Program with an explanation of the need for the reasonable accommodation and information about the amount of additional allowance required.

Applying Utility Allowances

BRHP-uses an established utility allowance schedule to determine family share and The Program subsidy. The Program determines a family's utility allowance by whichever is the lower of the two:

1. the size of the unit leased by a family
2. the voucher unit size for which the family qualifies using The Program subsidy standards

In cases where the unit size leased exceeds the family unit size as determined under The Program subsidy standards because of a reasonable accommodation, the Program must use the appropriate utility allowance for the size of the dwelling unit actually leased by the family.

Utility Reimbursement

If the housing assistance payment exceeds the rent to owner, the Program may pay the balance of the housing assistance payment to the family as a utility reimbursement, which The Program also calls a utility assistance payment.

The Program issues a PNC® Bank PayCard for utility assistance payments (UAP) to eligible participants.

- The PayCard is a prepaid debit card.
- The UAP is loaded on the card each month.

The Program reserves the right to issue utility reimbursement payments directly to the utility company.

The Program will prorate reimbursements if the family leaves the Program in advance of its next reimbursement.

Prorated Assistance for Mixed Families

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. The Program must prorate the assistance provided to a mixed family. The Program will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible. For example, if The Program calculates a subsidy for a family at \$500 and two of four family members are ineligible, the Program will reduce the subsidy to \$250.

16. Verification

The Program must verify all information used to establish the family's eligibility and level of assistance and is required to obtain written authorization from the family in order to collect the information. Applicants and Program participants must cooperate with the verification process as a condition of receiving assistance.

The Program will handle all information obtained through the verification process in accordance with The Program records management policies.

Family Consent to Release of Information – HUD-9886

The family must supply any information that The Program or HUD deems necessary to run the Program and must give consent to The Program to verify that information.

Consent Forms

It is required that all adult applicants and participants sign form HUD-9886, Authorization for Release of Information.

The purpose of form HUD-9886 is to enable automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form.

HUD and The Program may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members.

Only HUD has authority to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA).

Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Penalties for Failing to Consent

If any family member who is required to sign a consent form fails to do so, the Program will deny admission to applicants and terminate assistance of participants. The family may request an Informal Review for applicants or Informal Hearing for participants in accordance with The Program procedures.

Verification Hierarchy

HUD requires The Program to use the most reliable form of verification that is available and to document the reasons when the Program uses a lesser form of verification.

In order of priority, the forms of verification that The Program will use are:

1. Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
2. Up-front Income Verification (UIV) using a non-HUD system
3. Written Third-Party Verification (may be provided by applicant or participant)
4. Written Third-party Verification Form

5. Oral Third-party Verification
6. Self-Certification

Upfront Income Verification Using HUD's EIV System - Mandatory

HUD mandates the use of the Enterprise Income Verification (EIV) system in its entirety as a third-party source to verify employment and income information.

The EIV system contains data showing

- earned income
- unemployment benefits
- social security benefits
- SSI benefits

EIV Income Reports

The Program will compare income reports to family-provided information as part of the application, reexamination, and recertification process.

The Program uses the income report for the following purposes:

- in the calculation of annual income - See Chapter 13
- to meet the regulatory requirement for third party verification
- in interim reexaminations to identify any discrepancies between reported income and income shown in the EIV system, and as necessary to verify and calculate earned income, unemployment benefits, Social Security or SSI benefits
- to verify that families claiming zero income are not receiving income from any of these sources

The Program will retain Income reports in participant files with the applicable recertification or interim reexamination documents.

When the Program determines through income reports and third-party verification that a family has concealed or under-reported income, the Program will take corrective action. See Chapter 19, Program Integrity.

EIV Identity Verification

The EIV system verifies tenant identities against SSA records. The system compares the records to data for a match on social security number, name, and date of birth.

When identity verification for a participant fails, the EIV system will display a message and no income information will display.

The Program will identify participants whose identity verification has failed by reviewing EIV's *Identity Verification Report* on a monthly basis.

The Program will attempt to resolve discrepancies by obtaining appropriate documentation from the participant.

Upfront Income Verification Using Non-HUD Systems- Optional

In addition to mandatory use of the EIV system, HUD encourages The Program to utilize other upfront verification sources.

The Program may use of the following UIV resources during the admission and reexamination process:

- HUD's EIV system

- Elite
- CCC Verify
- Thomas & Company
- Verify Direct

The Program may require a family to access the UIV resource, The Work Number, and provide the Program with the requested information.

Written Third-Party Verification

A third party source or the family may provide written third-party verification documents, which must be original and authentic.

Some examples of acceptable family provided documents include:

- pay stubs
- payroll summary reports
- employer notice or letters of hire and termination
- SSA benefit verification letters
- bank statements
- child support payment stubs
- welfare benefit letters and/or printouts
- unemployment monetary benefit notices

The Program may reject documentation provided by the family if the document is not an original, or if it appears to be forged, altered, damaged, or illegible.

Third-party documents provided by the family must have a date within 60 days of the date submitted to BRHP.

If The Program determine that third-party document provided by the family is not acceptable, the Program will explain the reason to the family and request additional documentation.

Written Third-Party Verification Form

When upfront verification is not available and the family is unable to provide written third-party documents, the Program must request a written third-party verification form.

- The Program will send third-party verification forms directly to the third party.
- BRHPs may mail, fax, or e-mail third-party written verification form requests to third-party sources.
- The Program may send third-party verification forms when The Program rejects third-party verification documents.

Oral Third-Party Verification

The Program will use third-party oral verification when requests for written third-party verification forms are not returned within 7 calendar days.

For third-party oral verification, the Program contacts sources, identified by UIV techniques or by the family, by telephone or in person.

Oral third-party verification is mandatory if neither form of written third-party verification is available.

- BRHPs will document in the family file the date and time of the telephone call or visit, the name of the person

contacted, the telephone number, as well as the information confirmed.

- When any source responds verbally to the initial written request for verification, the Program will accept the verbal response as oral verification, but will also request that the source complete and return any verification forms.

When Third-Party Verification Is Not Required

- Third-party verification may not be available in all situations in which case a self-certification will be acceptable as the only means of verification.
- Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.
- HUD permits BRHPs to accept a self-certification from a family as verification of assets disposed of for less than fair market value

Self-Certification

Self-certification, or “tenant declaration” is the lowest form of verification typically for use only when The Program is unable to obtain third-party verification.

- When The Program relies on a tenant declaration for verification of income, assets, or expenses, the Program must document the family’s file to explain why third party verification was not available.
- 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 BRHP.
- The Program may require a family to certify that a family member does not receive a particular type of income or benefit.
- The self-certification must be in a format acceptable to The Program and the family member whose information or status is being verified must signed it in the presence of a The Program representative.

Document Requirements

- Documents must have a date within 60 days of the date submitted to BRHP.
- The documents must not be forged, altered, damaged, or illegible.
- Printouts from Web pages are original documents.

When a family submits a document that is a copy of the original, write this information on the document:

- Head of Household first and last name
- Last four digits of persons Social Security Number

The Program staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and date and sign the copy.

The Program will not return any mailed documents.

File Documentation

The Program will document, in the family file, the following:

- Reported family annual income
- Value of assets
- Expenses related to deductions from annual income

- Other factors influencing adjusted income

The Program must document in the family’s file how the figures used in income and rent calculations were determined. The Program will record all verification attempts, information obtained, and decisions reached during the verification process in the family’s file in sufficient detail to demonstrate that The Program has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

When The Program is unable to obtain a third-party verification, the Program will document in the family file the reason that third-party verification was not available.

Legal Identity Verification

The Program will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
<ul style="list-style-type: none"> • Certificate of birth, naturalization papers • Church issued baptismal certificate • Current, valid driver's license or Department of Motor Vehicles identification card • U.S. military discharge (DD 214) • Current U.S. passport • Current employer identification card 	<ul style="list-style-type: none"> • Certificate of birth • Adoption papers • Custody agreement • Health and Human Services ID • Certified school records

- Birth Certificates and Social Security Cards must be original.
- If a family submits a document that is illegible for any reason or otherwise questionable, more than one of these documents may be required.
- The Program will verify legal identity for all applicants at the time of eligibility determination and in cases where The Program has reason to doubt the identity of a person representing him or herself to be a participant.

Social Security Numbers

The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status.

Note that an individual who previously declared to have eligible immigration status may not change their declaration for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance with these requirements. Nor may the head of household opt to remove a household member from the family composition for this purpose.

Exemptions also include, existing Program participants who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

The Program must accept the following documentation as acceptable evidence of the social security number:

- An original SSN card issued by the Social Security Administration (SSA)
- An original SSA-issued document, which contains the name and SSN of the individual

- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

The Program may only reject SSN documentation if the document is not an original, or if it appears to be forged, altered, damaged, or illegible.

If The Program rejects the document, the applicant or participant must obtain and submit acceptable documentation of the SSN within 90 days.

When a participant requests to add a new household member the participant must provide the complete and accurate SSN assigned to each new member and the documentation required verifying it. The Program will not process the request to add the new household member until the family provides the documentation.

When a participant requests to add a new household member who is under the age of 6 without an SSN, the participant must provide the SSN assigned to each new child and the required documentation within 90 calendar days of submitting the request to add the child. . During the period The Program is waiting for SSN documentation, the Program will count the child as part of the assisted household.

The Program may grant a 90-day extension if the Program determines that the participant’s failure to provide the documentation was due to good cause. Good cause is an unavoidable conflict that seriously affects the health, safety, or welfare of the family. The Program may request documentation of the “good cause” prior to granting the extension.

The Program will verify each disclosed SSN by:

- Obtaining documentation from applicants and participants that is acceptable as evidence of social security numbers
- Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

Documentation of Age

A birth certificate or other official record of birth is the preferred form of age verification for all family members.

The Program will verify age by:

- Obtaining documentation from applicants and participants that is acceptable as evidence of age
- Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

The Program will verify age only once during continuously assisted occupancy.

Family Relationships

Applicants and Program participants are required to identify the relationship of each household member to the head of household. See Definition of a Family Chapter 5.

The Program verifies a family relationship only to the extent necessary to determine a family’s eligibility and level of assistance.

Marriage

A marriage certificate is generally required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married for example filing joint income tax return.

Separation or Divorce

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

Absence or Removal of Adult Member

If a family reports an adult member of the household is permanently absent or requests to remove the member from the household, the family must provide evidence to support that the person is no longer a member of the family. The Program requires documentation of another address at which the person resides such as a lease or utility bill.

Foster Children and Foster Adults

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

Verification of Student Status

The Program requires families to provide information about the student status of all students who are 18 years of age or older. The Program will only verify this information if:

- The family reports full-time student status for an adult other than the head, spouse, or co-head.
- The family includes a student enrolled in an institution of higher education.

Restrictions on Assistance to Students Enrolled in Institutions of Higher Education

This section applies only to students who are seeking assistance on their own, separately from their parents. It does not apply to students residing with parents who are seeking or receiving HCV assistance.

The Program will determine whether the student is exempt from the restrictions by verifying any one of the following exemption criteria:

- The student is enrolled at an educational institution that does not meet the definition of *institution of higher education* in the Higher Education Act of 1965
- The student is at least 24 years old
- The student is a veteran
- The student is married
- The student has at least one dependent child
- The student is a person with disabilities and was receiving assistance prior to November 30, 2005

If The Program cannot verify at least one of these exemption criteria, the Program will conclude that the student is subject to the restrictions on assistance. In addition to verifying the student's income eligibility, the Program will then proceed to verify their parents' income eligibility or their independence from their parents.

Independent Student

The Program will verify a student's independence from their parents to determine that the parents' income is not relevant for determining the student's eligibility by doing all of the following:

- Either reviewing and verifying previous address information to determine whether the student has established a household separate from their parents for at least one year or reviewing and verifying documentation relevant to determining whether the student meets the U.S. Department of Education’s definition of *independent student*
- Reviewing prior year income tax returns to verify whether a parent has claimed the student as a dependent
- Requesting and obtaining written certification directly from the student’s parents and identifying the amount of support they will be providing to the student, even if the amount of support is \$0

Disability Documentation

The Program must verify the existence of a disability in order to allow certain income disallowances and deductions from income.

- The Program is not permitted to inquire about the nature or extent of a person’s disability
- The Program may not inquire about a person’s diagnosis or details of treatment for a disability or medical condition.
- If The Program receives a verification document that provides such information, the Program will not place this information in the tenant file.
- Under no circumstances will The Program request a participant’s medical record(s).

Regulations do not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities:

- Inquiry into an applicant’s ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for qualifying for wait list preferences, if applicable, or certain income disallowances and deductions.

- The Program will attempt to obtain information about disability benefits through the HUD EIV system.
- If documentation from EIV is not available, the Program will request a current SSA benefit verification letter dated within the last 60 days from each family member claiming disability status.
- If the family is unable to provide the document(s), the Program will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter, they will be required to submit it to BRHP.

Family Members Not Receiving SSA Disability Benefits

Receipt of veteran’s disability benefits, worker’s compensation, or other non-SSA benefits based on the individual’s claimed disability are not sufficient verification that the individual meets HUD’s definition of disability.

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See HUD definition of disability Chapter 3??

Citizenship or Eligible Immigration Status

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. "Mixed Families" containing both eligible and ineligible persons are provided prorated assistance. See eligibility requirements in Chapter 5 and verification requirements related to citizenship status in Chapter 15.

The Program will verify an individual's citizenship or eligible immigration status only once during continuously assisted occupancy.

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. Each family member 18 or older or a guardian for minors must personally sign the Declaration of Citizenship form.

The Program will not require family members who claim U.S. citizenship or national status to provide additional documentation unless The Program receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals by completing a Declaration of Citizenship form.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance.

For family members age 62 or older who claim to be eligible immigrants, proof of age is required but, no further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the Program must verify immigration status with the United States Citizenship and Immigration Services (USCIS).

The Program will follow all USCIS protocols for verification of eligible immigration status.

Summary of Documentation Requirements for Noncitizens

Elderly Noncitizens

A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

All other Noncitizens

Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents:

- Form I-551 Alien Registration Receipt Card for permanent resident aliens
- Form I-94 Arrival-Departure Record annotated with one of the following:
 - "Admitted as a Refugee Pursuant to Section 207"

- “Section 208” or “Asylum”
- “Section 243(h)” or “Deportation stayed by Attorney General”
- “Paroled Pursuant to Section 221 (d)(5) of the USCIS”
- Form I-94 Arrival-Departure Record with no annotation accompanied by
 - a final court decision granting asylum but only if no appeal is taken
 - a letter from a USCIS asylum officer granting asylum if application is filed on or after 10/1/90 or from a USCIS district director granting asylum if application filed before 10/1/90
 - a court decision granting withholding of deportation
 - a letter from an asylum officer granting withholding or deportation if application filed on or after 10/1/90
- Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”
- Form I-688B Employment Authorization Card annotated “Provision of Law 274a.12(11)” or “Provision of Law 274a.12”
- a receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified
- other acceptable evidence: If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*

Verifying Income and Assets

The Program must verify assets and income reported by the family.

Earned Income

Wages

The Program is required to obtain current and consecutive pay stubs for determining annual income from wages:

- Submit 4 if paid bi-weekly, semi-monthly, or monthly
- Submit 6 if paid weekly

If no pay stubs, a signed letter on business letterhead from each employer with:

- Date of hire
- Average regular hours
- Overtime hours worked each week
- Rates of pay for regular and overtime hours
- Tips, commission and bonus pay

Tips

Unless tip income is included in a family member’s W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and anticipated tips for the coming year.

Business and Self-Employment Income

Business owners and self-employed persons will be required to provide:

- An audited financial statement for the previous fiscal year if audited
- If not audited, a statement of income and expenses that the business owner or self-employed person must certify
- All schedules completed for filing federal and local taxes in the preceding year
- If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules

The Program will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year.

The business owner or self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination, the Program may request documents that support submitted financial statements such as manifests, appointment books, cashbooks, or bank statements.

If a family member has been self-employed less than 3 months, the Program will accept the family member's certified estimate of income. If the family member has been self-employed for 3 to 12 months, the Program will require the family to provide documentation of income and expenses for this period and use that information to project income.

Periodic Payments and Payments In Lieu Of Earnings

Social Security or SSI Benefits

Applicants

- To verify the SS or SSI benefits of applicants, the Program will request a current SSA benefit verification letter dated within the last 60 days from each family member that receives social security benefits.
- If the family is unable to provide the document(s), the Program will help the applicant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. Once the applicant has received the benefit verification letter, they will be required to provide it to BRHP.

Participants

- To verify the SS or SSI benefits of participants, the Program will obtain information about social security or SSI benefits through the HUD EIV System, and confirm with the participant(s) that the current listed benefit amount is correct.
- If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in HUD systems, the Program will request a current SSA benefit verification letter from each family member that receives social security benefits.
- If the family is unable to provide the document(s), the Program will help the participant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one by calling SSA at 1-800-

772-1213. Once the participant has received the benefit verification letter, they will be required to provide it to BRHP.

Alimony or Child Support

The method The Program will use to verify alimony and child support payments differs depending on whether the family declares that they receive regular payment.

Regular Payment

- Verification will be obtained in the following order of priority:
 - Copies of the receipts or payment stubs, or print out of Payment Summary from Child Support Enforcement System for the 60 days prior to The Program request
 - Third-party verification form from the state or local child support enforcement agency
 - Third-party verification form from the person paying the support
 - Family's self-certification of amount received

Assets and Income from Assets

Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the prior two years. The Program needs to verify only those certifications that warrant documentation.

The Program will only verify the value of assets disposed if:

- The Program 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
- The Program does not already have a reasonable estimation of its value from previously collected information
- The amount reported by the family in the certification appears in obvious error

Net Income from Rental Property

The family must provide:

- A current executed lease for the property that shows the rental amount or certification from the current tenant
- A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E - Rental Income
- If schedule E was not prepared, the Program will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

Retirement Accounts

The Program will accept written third-party documents supplied by the family as evidence of the status of retirement accounts. The type of original document that The Program will accept depends upon the family member's retirement status.

Before Retirement

The Program will accept an original document from the entity holding the account with a date that shows it is the most recent scheduled statement for the account, but in no case earlier than 6 months from the effective date of the examination.

Upon retirement

The Program will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken, or any regular payments.

After retirement

The Program will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken, or any regular payments.

Income from Excluded Sources

The Program will accept the family's self-certification as verification of fully excluded income. The Program may request additional documentation if necessary to document the income source.

The Program will verify the source and amount of partially excluded income as described in this chapter.

Zero Annual Income Status

The Program will check UIV sources and may request information from third-party sources to verify that a family claiming to have zero annual income is not receiving any income such as unemployment benefits, TANF, SS, SSI, or earnings.

Student Financial Assistance

Any financial assistance from private sources or from an institution of higher education in excess of tuition is included in income unless the student is over the age of 23 with dependent children or is residing with parents who are seeking or receiving HCV assistance.

The full amount of student financial assistance is excluded from annual income for students over the age of 23 with dependent children or students residing with parents who are seeking or receiving HCV assistance.

For a student with a portion of their student financial assistance included in annual income, the Program will request written third-party verification of both the source and the amount. The family must provide documents from the educational institution attended by the student, as well as documents from any other person or entity providing assistance as reported by the student.

In addition, the Program will request written verification of the student's tuition amount.

If The Program is unable to obtain third-party written verification of the requested information, the Program will pursue other forms of verification following the verification hierarchy.

Parental Income of Students Subject to Eligibility Restrictions

This provision is limited to students who are seeking or receiving assistance separately from their parents.

The Program must consider the income of the student's parents when determining income eligibility if a student enrolled at an institution of higher education is

- under the age of 24

- not a veteran
- not married
- does not have a dependent child
- not a person with disabilities receiving HCV assistance as of November 30, 2005

Parental income for students determined independent from their parents in accordance with The Program policy is not considered.

If The Program is required to determine the income eligibility of a student's parents, the Program will request an income declaration and certification of income from the appropriate parent(s).

The Program will send the request directly to the parents, who will be required to certify their income under penalty of perjury. The parents will be required to submit the information directly to The Program within 10 business days of the date of the request.

The Program reserves the right to request and review supporting documentation at any time if it questions the declaration or certification. Supporting documentation may include, but is not limited to, Internal Revenue Service (IRS) tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, benefit award letters, and other official and authentic documents from a federal, state, or local agency.

Elderly or Disabled Household Deductions

The Program must verify that the head, spouse, or co-head is 62 years of age or older or a person with disabilities.

The elderly or disabled family deduction requires only that The Program verify that the family members identified as elderly or disabled persons meet the statutory definitions. No further verifications are required.

17. Reexaminations

Overview

The Program conducts the following types of reexaminations:

Biennial Recertification: The Program is required to reexamine, or recertify, each family's income and composition at regular intervals, and will do so at least once every 24 months, and to adjust the family's level of assistance accordingly. The Program refers to this as a "recert".

Interim Reexamination: A family must report changes in family income and composition between recertifications by completing an *Interim Change Packet*.

Zero Income Recertification: If the family has reported an annual income of zero, the Program may conduct an interim reexamination every 60-calendar days as long as the family continues to report zero income. A family claiming zero income will be required to complete a Zero Income Worksheet.

Any type of reexamination will result in the recalculation of family share and subsidy.

Policies governing reasonable accommodation, family privacy, required family cooperation, and Program abuse, as described elsewhere in this plan, apply to all reexaminations.

Recertification

Scheduling a Recertification

The Program will begin the recertification process 120 days in advance of its scheduled effective date. Generally, the Program will schedule recertification effective dates to coincide with the family's anniversary date.

The Program defines anniversary date as 24 months from the effective date of the family's admission to the Program and thereafter as 24 months from the effective date of their last recertification.

If the family moves to a new unit, the Program will not change the family's recertification date.

The Program reserves the right to schedule a recertification prior to the family's anniversary date for administrative purposes.

Conducting a Recertification

As part of the recertification process, families are required to provide updated information to The Program regarding the family's income, expenses, and composition. Based on this updated information, the Program must recalculate the family's income and family share of rent.

The Program will conduct recertification by mail. The Program will mail the family a letter with instructions on how complete the enclosed *Recertification Packet(s)*. The *Document Checklist* is included detailing the documents the family is required to submit based on the answers they provide in their Recertification Packet. The mailing will also include important information for the family to read and keep about the Obligations of the Family, Denial or Termination of Assistance, the Informal Hearing, and fraud.

The family must complete and return the following Recertification Packet(s) by the required date:

- **Recertification Packet - Head of Household**, which includes:
 - Application for Continued Occupancy – Head of Household
 - Obligations of the Family
 - Supplemental Authorization for Release of Information
 - Authorization for the Release of Information/Privacy Act Notice HUD-9886
- **Recertification Packet - Adult Household Member**: Each household member over the age of 18, or who will be 18 in the next 60 days, must complete a packet. The Program will enclose the packet(s) if this applies to the family. This Packet includes:
 - Application for Continued Occupancy – Adult Household Member

Missing Information

If the family does not return all of the required documents or information by the due date, the Program will send the family one missing information letter. The family must provide the missing documents or information within 10 business days of the date of the request. If the family is unable to obtain the information or materials within the required period, the family may request an extension for good cause. The Program may grant an extension but not to exceed 5 business days.

If the family does not provide the required documents or information within the required period including any approved extension, the Program will send the family a notice of termination.

Verification

The Program must verify the recertification information provided by the family in accordance with the policies in Chapter 15.

Annual cost of living increases in public assistance benefits will be performed at the time of the participant's regular recertification.

At the recertification, the Program will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. The Program will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

If The Program proposes to terminate assistance based on lifetime sex offender registration information, the Program must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination.

Unless the family reports a change, or The Program has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified. These include:

- Legal identity
- Age
- Social security numbers
- Citizenship or immigration status

Determining Ongoing Eligibility of Certain Students

Students who reside with parents in a HCV assisted unit are not subject to this provision. It is limited to students who are receiving assistance on their own, separately from their parents.

During the recertification process, the Program will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR 5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from their parents or is a vulnerable youth, the Program will not review the parents' income.

If the student is no longer income eligible based on their own income or the income of their parents, the Program will terminate the student's assistance. See Termination.

If the student continues to be income eligible based on their own income and the income of their parents, if applicable, the Program will process a recertification in accordance with the policies in this chapter.

Effective Date of Changes Due to Recertification

In general, an increase in the family share of the rent that results from a recertification will take effect on the family's anniversary date, and The Program will notify the family at least 30 days in advance.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If a family moves to a new unit, the increase will take effect on the effective date of the new lease and HAP contract, and no 30-day notice is required.

If The Program schedules a recertification prior to the family's anniversary date for administrative purposes, the Program will determine the effective date, but will allow for the 30-day notice period.

If the family causes a delay in processing the recertification, the Program will apply the increase in the family share of the rent retroactively to the scheduled effective date of the recertification. The family will be responsible for any overpaid subsidy. The Program may require the family to enter a repayment agreement as a condition of continued participation in the Program. See Chapter 18.

In general, a decrease in the family share of the rent that results from a recertification will take effect on the family's anniversary date.

If a family moves to a new unit, the decrease will take effect on the effective date of the new lease and HAP contract.

If The Program schedules a recertification prior to the family's anniversary date for administrative purposes, the Program will determine the effective date.

If the family causes a delay in processing the recertification, decreases in the family share of the rent are effective from the first day of the month following completion of the reexamination processing.

The Program considers a delay in processing a reexamination caused by the family if the family fails to provide information requested by The Program by the date specified, and this delay prevents The Program from completing the reexamination as scheduled.

Notification of Selection and Required Participation in a Reexamination Interview

The Program may select families to participate in a required reexamination interview as part of the Program's quality control process. If The Program selects a family, the head of household, spouse, or co-head, and all adult household members must attend the interview. If participation in an in-person interview poses a hardship

because of a family member's disability, the family should contact The Program to request a reasonable accommodation.

The Program will send notification of a reexamination interview by first-class mail that will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that they must bring to the interview.

If the family is unable to attend a scheduled interview, the family should contact The Program in advance of the interview to schedule a new appointment. If a family does not attend the scheduled interview, the Program will send a second notification with a new interview date and appointment time.

If a family fails to attend two scheduled interviews without The Program approval, or if the post office returns the notice with no forwarding address, the Program will send a notice of termination to the family's address of record.

Interim Recertification

The Program requires a family to report the following changes:

- Income, increase or decrease
- Assets, increase or decrease
- Household Composition, add or remove a member
- Student Status, age 18+, attending or not attending school full time

The Program may deny or terminate a family's housing assistance if they fail to report a change within 10 business days. The Program counts 10 business days from the start date, or first day, of the change.

The family must complete and submit and **Interim Change packet** to report a change. The Program will not accept phone messages to report a change.

When The Program processes an interim change, only those factors that have changed are verified and adjusted.

The family's recertification date does change when The Program process an interim change.

Changes in Household Composition

The family is required to report all changes in household composition. No one other than the approved assisted family as listed on the lease may live in or use the address of the assisted unit before having written approval from the Program, with the exception of children who join the family because of birth, adoption, or court-awarded custody. Failure to comply may result in the denial of the request to add a new household member or the termination of the assisted family from the Program.

Add a New Household Member - Child

The family must inform The Program of the birth, adoption, or court-awarded custody of a child within 10 business days. The family is required to complete an **Interim Change Packet**.

Add a New Household Member - Adult

A family must request BRHP's approval to add a new adult family member, Live-in Aide, foster child, or foster adult.

The family must provide written approval from the landlord to add a new household member.

This includes any person not on the lease who the family expects to stay in the unit for more than 14 consecutive days or 30 cumulative days within a 12-month period and therefore no longer qualifies as a "guest".

The family is required to complete an Interim Change Packet to request to add a new household member. Each applicant over the age of 18, or who will be 18 in the next 60 days, must complete an **Application Packet - New Adult Household Member**.

To add a Live-in Aide, a family must first request a reasonable accommodation. Federal regulations define a Live-in Aide as reasonable accommodation. The Program recommends using the **Reasonable Accommodation Form**. A family is not required to use this form. The Program will consider spoken or other written requests. However, it is best to document the request in writing. Federal regulation and the Department of Housing and Urban Development require The Program to verify a disability under the Fair Housing Act when an individual requests a reasonable accommodation.

The Program will not approve the addition of a new household member unless the individual meets BRHP's eligibility criteria and documentation requirements.

If The Program determines an individual meets BRHP's eligibility criteria and documentation requirements, the Program will provide written approval to the family.

If the approval of a new family member or live-in aide will cause overcrowding, or "under housed", according to HQS standards, the Program will send a separate letter to explain that the family will be required to move.

If The Program determines that an individual does not meet BRHP's eligibility criteria or documentation requirements, the Program will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

When a family adds any new family member, the Program must make appropriate adjustments in the family share of the rent and the HAP payment at the effective date of the change.

Remove a Household Member

If a household member stops living in the unit, the family must inform The Program within 10 business days.

The family is required to

- complete an Interim Change Packet
- complete a HOUSEHOLD MEMBER REMOVAL CERTIFICATION form
- provide proof of new residence for each member you remove

This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent. See **Temporarily Absent Family Members**.

If a live-in aide, foster child, or foster adult stops living in the unit, the family must inform The Program within 10 business days.

If the removal of a family member or live-in aide causes the family to be over housed according to HQS standards, the approval letter will explain that the family will be required to move.

When a family removes a family member, the Program must make appropriate adjustments in the family share of the rent and the HAP payment at the effective date of the change.

Changes in Income

The Program will schedule an Interim reexamination either because The Program has reason to believe that changes in income or expenses may have occurred, or because the family reports a change.

BRHP-Initiated Interim Reexaminations

The Program may conduct interim reexaminations in each of the following instances:

- For families receiving the Earned Income Disallowance (EID), the Program will conduct an interim reexamination at the start and conclusion of the 24-month eligibility period.
- If the family has reported an annual income of less than \$2,400, the Program may conduct an interim reexamination every 60-calendar days as long as the family continues to report an income of less than \$2,400. A family claiming zero income will be required to complete a **Zero Income Worksheet**.
- If at the time of the recertification, it is not feasible to anticipate a level of income for the next 12 months due to seasonal or cyclical income, the Program may schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.
- If at the time of the recertification, the Program used a tenant declaration, or self-certification, on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the Program will conduct an interim reexamination.
- The Program may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.
- The Program will conduct an EIV income reverification for all family members 120 days after admission to the Program.

Family-Requested Interim Reexamination

The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination.

Processing the Interim Reexamination

Generally, the Program will not require a family to attend an interview for an interim reexamination. However, if The Program decides an interview is need, the family is required to attend.

Effective Dates of Change Due to an Interim

The family must continue to pay their current family share of the rent until they receive written notification of the effective date of change from BRHP.

If the family share of the rent is to increase, the increase generally will be effective on the first of the month following 30 days' notice to the family.

The Program will only process an increase to the family share of rent, TTP, for a family with total annual income that is less than \$2,400 or where a change in family composition has resulted in an increase in income. However, a family who has a voucher to move may request to have an interim increase processed if their annual income exceeds \$2,400. The Program will process all other increases at the family's next recertification.

If a family fails to report a change within the required time frame, or fails to provide all required information within the required time frame, the Program will apply the increase in the family share of the rent retroactively to the actual effective date of the change. The family will be responsible for any overpaid subsidy. The Program may require the family to enter a repayment agreement as a condition of continued participation in the Program. See Chapter 18.

If the family share of the 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 all required documentation was submitted and verified.

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency Program, the Program will not reduce the family's share of the rent.

Recalculating Family Share and Subsidy Amount

After gathering and verifying required information for a reexamination, the Program must recalculate the family share of the rent and the subsidy amount, and notify the family and owner of the changes.

Changes in Payment Standards and Utility Allowances

In order to calculate the family share of the rent and HAP amount correctly, changes or updates in payment standards, subsidy standards, or utility allowances may need to be included in BRHP's calculations.

Other Changes Effective at Reexamination

Any change in the family's standard deduction or in BRHP's standard deduction amount will be effective at the family's recertification, interim change, or at the time of a move.

Notification of New Family Share and HAP Amount

The Program must notify the owner and family of any changes in the housing assistance payment amounts. The notice must include the following information:

- The amount and effective date of the new housing assistance payment
- The amount and effective date of the new family share of the rent
- The amount and effective date of the new rent to owner, also called contract rent

The Program will give the family an opportunity for an informal hearing regarding BRHP's determination of their annual or adjusted income, and the use of such income to compute the housing assistance payment. See Reviews and Hearings.

Discrepancies

During an annual or interim reexamination, the Program may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, the Program may discover errors made by BRHP. When The Program discovers errors resulting in the overpayment or underpayment of subsidy, the Program will make corrections in accordance with the policies in Chapter 19.

18. Denial or Termination of Assistance

Denial of Assistance

The Program must deny assistance to a family that does not meet the eligibility criteria discussed in Eligibility.

The Program will deny assistance in the following cases:

- Any member of the household has been evicted from federally assisted housing in the last three years for drug-related criminal activity
- The Program determines that any household member is currently engaged in the use of illegal drugs
 - Currently engaged in is defined as any use of illegal drugs during the previous six months.
- The Program has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents
 - In determining reasonable cause, the Program will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. The Program will give a conviction more weight than an arrest. The Program will also consider evidence from treatment providers or community-based organizations providing services to household members.
- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing
- Any household member is subject to a lifetime registration requirement under a state sex offender registration Program
- Any conviction for drug-related or violent criminal activity within the past five years
- Arrests for drug-related or violent criminal activity within the past five years
 - A record of arrest(s) will not be the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity. The Program will give a police report and or a conviction for drug-related or violent criminal activity more weight than an arrest for such activity.
- Any record of eviction from public or privately owned housing because of criminal activity within the past five years

Denial or Termination of Assistance

HUD requires The Program to deny or terminate assistance in the following circumstances:

Failure to Provide Consent: The Program must terminate assistance if any family member fails to sign and submit any consent form they are required to sign for any reexamination.

Failure to Disclose and Document Social Security Numbers: The Program must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary.

- The Program may defer the family’s termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the participant’s control if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline. Reasons such as
 - delayed processing of the SSN application by the SSA
 - natural disaster
 - fire
 - death in the family
 - other emergency

Failure to Document Citizenship: The Program must terminate assistance if

- a family fails to submit required documentation within the required timeframe concerning any family member’s citizenship or immigration status
- a family submits evidence of citizenship and eligible immigration status in a timely manner, but united states citizenship and immigration services (USCIS) primary and secondary verification does not verify eligible immigration status of the family

Lifetime Registered Sex Offenders

Eviction: The Program must terminate assistance whenever a family is evicted from a unit assisted under the HCV Program for a serious or repeated violation of the lease.

- The Program considers a family evicted if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.
- Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. This applies to eviction that is the fault of the tenant or their guests.

Methamphetamine Manufacture or Production: The Program must terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

Failure of Students to Meet Ongoing Eligibility

Death of the Sole Family Member – single member households

The Program may deny or terminate assistance in the following circumstances:

- The family has failed to comply with any family obligations under the Program. See Family Obligations.
- The family allows an unreported or unapproved guest(s) to live at the assisted address. This includes any person not on the lease who the family allows to stay in the unit for more than 14 consecutive days or 30 cumulative days within a 12-month period and therefore no longer qualifies as a “guest”. The Program considers an individual living in the assisted unit if there is a preponderance of evidence including but not limited to
 - an individual uses the assisted unit’s mailing address for one month or longer

- an individual is observed at the home by The Program staff during home visits
- there is evidence of a sleeping area for more than the approved family
- there is evidence of belongings in the home clearly unrelated to the approved family
- a neighbor or other reliable individual reports seeing an individual at the assisted unit for more than 14 consecutive days or 30 cumulative days within a 12-month period
 - Only one of the above criteria is necessary for The Program to terminate the family.
- Any family member has been evicted from federally assisted housing in the last five years.
- A Public Housing Authority (PHA) has ever terminated assistance for any member.
- The family currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- The family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- The family has breached the terms of a repayment agreement entered into with BRHP.
- A family member has engaged in or threatened violent or abusive behavior toward The Program personnel.
 - Abusive or violent behavior towards The Program personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or spoken, that an individual uses to intimidate may be considered abusive or violent behavior.
 - Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- Drug and Alcohol Abuse
 - The Program will terminate a family's assistance if any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - The Program will terminate assistance if any household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - Currently engaged in is defined as any use of illegal drugs during the previous six months.
 - The Program will consider all credible evidence, including but not limited to, any record of arrests, convictions, or eviction of household members related to the use of illegal drugs or abuse of alcohol.
- Drug-Related and Violent Criminal Activity
 - The Program will terminate a family's assistance if any household member has violated the family's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV Program.
 - Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
 - HUD defines drug-related criminal activity as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.

- Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
- The Program will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.

Alternative to Denial of Assistance

Removal of a Family Member's Name from the Application

Should BRHP's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration; The Program will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the Program must deny admission to the family.

For other criminal activity, the Program may permit the family to exclude the culpable family members as a condition of eligibility.

In such instances, the head of household must certify that they will not permit the family member to visit, stay as a guest, or reside in the assisted unit.

The family must present evidence of the removed family member's current address upon The Program request.

Notice of Denial

If The Program determines that a family is not eligible for the Program for any reason, the Program must notify the family promptly.

The notice must describe

- reason(s) for which assistance has been denied
- the family's right to an Informal Review
- the process for obtaining an Informal Review

Forms of Denial

Denial of assistance includes any of the following:

- not placing the family's name on the wait list
- denying or withdrawing a voucher
- not approving a request for tenancy or refusing to enter into a hap contract
- refusing to process a request for or to provide assistance under portability procedures

Prohibited Reasons for Denial of Program Assistance

HUD rules prohibit denial of Program assistance to the Program based on any of the following criteria:

- age, disability, race, color, religion, sex, or national origin
- where a family lives prior to admission to the Program
- whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock

- whether the family includes children
- whether a family decides to participate in a family self-sufficiency Program
- whether or not a qualified applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking if the applicant is otherwise qualified for assistance, see Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking

Other Reasons for Termination of Assistance and Tenancy

Family No Longer Requires Assistance – Zero HAP

As a family's income increases, the amount of the housing assistance payment decreases. If the family's assistance from the Program becomes zero, known as zero HAP, the family's assistance terminates automatically 180 calendar days after the last HAP payment.

The family may continue as a Program participant for 180 days from the date of the zero HAP determination. During that period, the HAP contract between The Program and the owner remains in effect. If family circumstances change during this period and the family again needs assistance, the family must notify The Program of the change and submit an **Interim Change Packet** before the end of the 180-day period. At the end of 180 days, if the family remains at zero HAP, the HAP contract will terminate.

The Program will provide the family and the owners at least 30 days advance notification of the proposed termination and an opportunity for the family to request an Informal Hearing if applicable.

Family Chooses to Terminate Assistance

The family may request that The Program terminate housing assistance payments on behalf of the family at any time. The head of household must complete a **The Program Withdrawal Form**.

Before terminating the family's assistance, the Program will give the family and the owners at least 30 days advance notification of the termination.

Termination Due to Insufficient Funding

If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, the Program will terminate HAP contracts as a last resort.

Alternatives to Termination of Assistance

Change in Household Composition

As a condition of continued assistance, the head of household must certify that the culpable family member has vacated the unit and that the family will not permit them to visit or to stay as a guest in the assisted unit. The family must present evidence of the former family member's current address upon The Program request.

Repayment of Family Debts

If a family owes amounts to BRHP, as a condition of continued assistance, the Program will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from The Program of the amount owed. See [Program Administration](#) for policies on repayment agreements.

Criteria for Deciding To Deny or Terminate Assistance

Evidence

The Program will use the civil “preponderance of the evidence” as the standard of proof for making all termination decisions and not the criminal standard of proof “beyond a reasonable doubt”.

Consideration of Circumstances

The Program may consider the following facts and circumstances when making its decision to terminate assistance:

- the seriousness of the case, especially with respect to how it would affect other residents’ safety or property
- the effects that termination of assistance may have on other members of the family who were not involved in the action or failure to act
- the extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities or a victim of domestic violence, dating violence, sexual assault or stalking
- the length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family’s recent history and the likelihood of favorable conduct in the future
- While The Program will not use a record of arrest(s) as the basis for termination, an arrest may trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of its investigation, the Program may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The Program may also consider
- any statements made by witnesses or the participant not included in the police report
- whether criminal charges were filed
- whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal
- any other evidence relevant to determining whether or not the participant engaged in disqualifying activity
- Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety or property.
- In the case of drug or alcohol abuse, whether the culpable household member is participating in, has successfully completed a supervised drug or alcohol rehabilitation Program, or has otherwise been rehabilitated successfully.
- The Program will require the participant to submit evidence of the household member’s current participation in or successful completion of a supervised drug or alcohol rehabilitation Program, or other evidence of successful rehabilitation.
- In the case of Program abuse, the dollar amount of the overpaid assistance and whether or not the family signed a false certification.

Reasonable Accommodation

If a family indicates that the behavior of a family member with a disability is the reason for a proposed denial or termination of assistance, the Program will determine if the behavior is due to the disability. If so, upon the family's request, the Program will determine whether alternative measures are appropriate as a reasonable accommodation. The Program will only consider accommodations that will address the behavior that is the basis of the proposed denial or termination of assistance.

Termination Notice

When The Program terminates a family's assistance, the Program will give both the family and the owner a 30-day written notice of termination. If appropriate, the Program will advise the owner of their right to offer the family a separate, unassisted lease.

The family's notice will include:

- reason(s) for the termination including the grounds for the termination and a brief summary of the facts upon which BRHP's decision relies
- 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 they remain in the assisted unit after the termination effective date

Required Notices at Denial or Termination

- At the time The Program terminates a family's assistance, VAWA requires The Program to include with its termination notice:
 - Notice of Occupancy Rights Under VAWA form HUD-5380
 - Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Documentation form HUD-5382
 - The Program will request in writing that an applicant wishing to claim protection under VAWA notify The Program within 14 business days.
- If a criminal record is the basis of a family's termination, the Program must provide a copy of the record to the subject of the record and the tenant so that they have an opportunity to dispute the accuracy and relevance of the record.
- If immigration status is the basis of a family's termination, the Program will comply with the provisions found in 24 CFR 5.514(d) Notice of denial or termination of assistance.

Method of Termination

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

- terminating housing assistance payments under a current HAP contract
- refusing to enter into a new HAP contract or approve a lease
- refusing to process a request for or to provide assistance under portability procedures

Grounds for Owner Termination of Tenancy

Serious or Repeated Lease Violations

The owner may terminate the family's tenancy for serious or repeated violations of the terms and conditions of the lease, except when the violations are related to incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking and the victim is protected from eviction by the Violence against Women Act of 2013.

- Serious and repeated lease violations may include, but not be limited to, consistent late or nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity.
- BRHP's failure to make a HAP payment to the owner is not a violation of the lease between the family and the owner.

Violation of Federal, State, or Local Law

The owner may terminate the tenancy if a family member violates federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

Criminal Activity or Alcohol Abuse

The owner may terminate tenancy and evict a family by judicial action during the term of the lease if any member of the household, a guest, or another person under the tenant's control commits

- any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the residence or premises by other residents, or persons residing in the immediate vicinity of the premises including property management staff residing on the premises
 - Immediate vicinity means within a three-block radius of the premises
- any violent criminal activity or drug-related criminal activity on or near the premises

However, in the case of criminal activity directly related to domestic violence, dating violence, sexual assault or stalking, if the tenant or an affiliated individual is the victim, the criminal activity might not be cause for terminating the victim's tenancy.

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

- fleeing to avoid prosecution, custody, or confinement after conviction for a crime or an attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or
- violating a condition of probation or parole imposed under federal or state law

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

Other Good Cause

During the initial lease term, the owner may not terminate the tenancy for other good cause unless the owner is terminating the tenancy because of something the family did or failed to do.

During the initial lease term or during any extension term, other good cause includes:

- disturbance of neighbors
- destruction of property
- living or housekeeping habits that cause damage to the unit or premises

Unless the owner decides not to renew the lease after the initial lease term, other good cause for termination of tenancy by the owner includes:

- failure by the family to accept the offer of a new lease or revision
- the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit
- a business or economic reason for termination of the tenancy such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rent

After the initial lease term, the owner may give the family notice at any time, in accordance with the terms of the lease.

Eviction

The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the owner must give notice before commencement of the eviction action.

- The owner may only evict the tenant from the unit by a court action.
- The owner must give The Program a copy of any eviction notice at the same time the owner notifies the family.
- The family is also required to give The Program a copy of any eviction notice.
- The owner must also give The Program a copy of any Judgement of Possession and Warrant of Restitution within 5-calendar day of the order being signed.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

The owner's termination of tenancy actions must be consistent with the fair housing and equal opportunity provisions in 24 CFR 5.105.

An owner's decision to terminate tenancy for incidents related to domestic violence, dating violence, sexual assault or stalking is limited by the Violence against Women Act of 2013 (VAWA) and the conforming regulations in 24 CFR Part 5, Subpart L.

Termination of Owner

See Owner-Caused Error or Program Abuse and Owner Breach of HAP Contract.

Informal Reviews and Hearings

Both applicants and participants have the right to disagree with, and appeal, certain The Program decisions that may adversely affect them.

The process for applicant appeals is the informal review. For a participant or an applicant denied admission because of citizenship issues, the appeal process is the informal hearing.

Informal Review for Applicants

An Informal review is for a Program applicant. An applicant becomes a participant on the effective date of the first HAP contract executed by The Program for the family.

Decisions Eligible for Informal Review

The Program must give an applicant the opportunity for an informal review of a decision denying assistance. Denial of assistance may include any or all of the following:

- Denying listing on The Program waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Decisions Not Eligible for Informal Review

There is no informal review for the following reasons:

- Denial of a voucher extension or suspension
- A decision that the unit does not meet Housing Quality Standards (HQS)
- A decision that the unit does not meet HQS due to family size or composition
- A decision about the family unit size under BRHP's subsidy standards
- BRHP's decision not to approve a unit or lease
- The utility allowance schedule
- Any The Program administrative practice
- A general policy issue or class grievance

Notice to the Applicant

The Program will give an applicant prompt written notice of the Program's decision to deny assistance. The notice will contain a brief statement of the reasons for BRHP's decision. It will state that the applicant may request an informal review of the decision and describe how to obtain the informal review.

Requesting an Informal Review

The applicant must submit an [Informal Review Request](#) within 14 calendar days of the date of the written notice.

- The [Informal Review Request](#) form is enclosed with the notice of denial
- The applicant must mail, email, fax, or bring the request to the Baltimore Regional Housing Partnership, 20 S. Charles Street, Suite 801, Baltimore, MD, 21201. Office hours are Monday through Friday 8:30 am to 5:00 pm.

If The Program does not receive the Informal Review Request within 14 calendar days, the decision will be final.

The Program will schedule and send written notice of the informal review within 10 business days of the family's request.

Rescheduling an Informal Review

The family may request to reschedule a review for good cause, or if it is needed as a reasonable accommodation for a person with disabilities.

- Good cause is an unavoidable conflict that seriously affects the health, safety, or welfare of the family.
- The Program must receive a written request to reschedule prior to the review date.
- The Program may request documentation of the “good cause” prior to rescheduling the review.
- The Program will reschedule the review only if the family can show good cause for a failure to appear.

Attendance at Informal Review

If the applicant does not come to the Informal Review, the decision will be final.

If you are more than 15 minutes late for the scheduled review time, the decision will be final and the Program will not grant another review.

Informal Review Process

- The Program chooses the review officer. It may be anyone except the person who made the original decision or anyone who works for that person.
- You may bring a lawyer at your own expense, or other representative, who may be a family member. Let The Program know before the review if you will bring a representative.
- Before the review, you will have the chance to see any related documents. You must call the office to schedule an appointment.
- At the review, you will have the chance to question any witness, present evidence, and give testimony. You may bring your own witnesses.
- The review officer will base the final decision only on the evidence given at the review.
- The Program will give prompt written notice of the review officer’s final decision that will state the reason for the decision.

Informal Hearing for Participants

A participant is a person who The Program has admitted to the Program and whom The Program currently assists. The purpose of the informal hearing is to consider whether BRHP’s decisions related to the family’s circumstances are in accordance with the law, HUD regulations, and The Program policies.

The Program will not terminate a family’s assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing is complete.

Decisions Eligible for Informal Hearing

The Program must give a participant family an opportunity for an informal hearing of the following:

- A determination of the family’s annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from The Program utility allowance schedule
- A determination of the family unit size under BRHP’s subsidy standards
- A determination to terminate assistance for a participant family because of the family’s actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under The Program policy and HUD rules

Decisions Not Eligible for Informal Hearing

There is no informal hearing for the following reasons:

- Denial of a voucher extension or suspension
- A decision that the unit does not meet Housing Quality Standards (HQS)
- A decision that the unit does not meet HQS due to family size or composition
- BRHP's decision not to approve a unit or lease
- The utility allowance schedule
- Any The Program administrative practice
- A general policy issue or class grievance
- BRHP's decision about an owner under a HAP contract

Notice to the Participant

The Program must notify the family that they may ask for an explanation of the basis of the determination, and that they may request an informal hearing if they do not agree with the decision related to the following:

- annual or adjusted income
- the determination of the appropriate utility allowance
- the determination of the family unit size

The Program must notify the family that they may request an informal hearing if they do not agree with the decision related to the following:

- the termination of the family's assistance
- the denial of a family's request for an exception to BRHP's subsidy standards
 - The notice must contain
 - A brief statement of the reasons for the decision, including the regulatory reference
 - The date the proposed action will take place
 - A statement that if the family does not agree with the decision the family may request an informal hearing of the decision
 - A deadline for the family to request the informal hearing

Requesting an Informal Hearing

The applicant must submit an [Informal Hearing Request](#) within 14 calendar days of the date of the written notice.

- The [Informal Hearing Request](#) form is enclosed with the notice of denial
- The applicant must mail, email, fax, or bring the request to the Baltimore Regional Housing Partnership, 20 S. Charles Street, Suite 801, Baltimore, MD, 21201. Office hours are Monday through Friday 8:30 am to 5:00 pm.

If The Program does not receive the Informal Hearing Request within 14 calendar days, the decision will be final.

The Program will schedule and send written notice of the informal hearing to the family within 10 business days of the family's request.

Rescheduling an Informal Hearing

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities.

- Good cause is an unavoidable conflict that seriously affects the health, safety, or welfare of the family.
- The Program must receive a written request to reschedule prior to the hearing date.
- The Program may request documentation of the “good cause” prior to rescheduling the hearing.
- The Program will reschedule the hearing only if the family can show good cause for a failure to appear.

Attendance at Informal Hearing

If the applicant does not come to the Informal Hearing, the decision will be final.

If you are more than 15 minutes late for the scheduled hearing time, the decision will be final and the Program will not grant another hearing.

A hearing officer and the following persons may attend a hearing:

- A The Program representative(s) and any witnesses for The Program
- The participant and any witnesses for the participant
- The participant’s counsel or other representative
- Any other person approved by The Program as a reasonable accommodation for a person with a disability

Informal Hearing Process

- The Program chooses the hearing officer. It may be anyone except the person who made the original decision or anyone who works for that person.
- You may bring a lawyer at your own expense, or other representative, who may be a family member. Let The Program know before the hearing if you will bring a representative.
- Before the hearing, you will have the chance to see any related documents. You must call the office to schedule an appointment.
- At the hearing, you will have the chance to question any witness, present evidence, and give testimony. You may bring your own witnesses.
- The hearing officer will base the final decision only on the evidence given at the hearing.
- The Program will give prompt written notice of the hearing officer’s final decision that will state the reason for the decision.

Conduct at a Hearing

The hearing officer is responsible to manage the order of business and to ensure that the hearing proceeds in a professional and businesslike manner. Attendees must comply with all hearing procedures established by the hearing officer and guidelines for conduct. The hearing officer, at their discretion, will excuse from the hearing any person demonstrating disruptive, abusive, or otherwise inappropriate behavior.

Rehearing or Further Hearing Required

The hearing officer, at their discretion, may ask the family for additional information or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, BRHP’s original decision will take effect and The Program will not grant another hearing.

Hearing Officer's Decision

The Hearing Officer must issue a written decision stating briefly the reasons for the decision. The Hearing Officer will base factual determinations relating to the individual circumstances of the family on a preponderance of evidence presented at the hearing.

The hearing officer will issue a written decision to the family and The Program no later than 10 business days after the hearing.

The Program will mail a Notice of Hearing Decision to the participant by first-class mail. The Program will keep a copy of the Notice of Hearing Decision in the family's file.

Authority to Overrule Final Decision

The Executive Director has the authority to determine that The Program is not bound by the decision of the hearing officer because The Program was not required to provide a hearing, the decision exceeded the authority of the hearing officer, the decision conflicted with or contradicted HUD regulations, requirements, or the decision was otherwise contrary to federal, state, or local laws.

In such a case, the Program will mail a Notice of Final Decision to the participant by first-class mail. The Program will keep a copy of both the Notice of Final Decision and the Notice of Hearing Decision in the family's file.

Informal Hearing for Noncitizens

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. An applicant denied assistance due to immigration status is entitled to an informal hearing.

Assistance to a family may not be delayed, denied, or terminated based on immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while a The Program hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

For more information, see 24 CFR 5.514.

19. Program Administration

Owner or Family Debt to Program

When an action or inaction of an owner or participant results in the overpayment of housing assistance, the Program holds the owner or participant liable to return any overpayments to BRHP.

The Program will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

When an owner or participant refuses to repay monies owed to BRHP, the Program will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit
- State income tax set-off Program

Repayment Policy

Owner Debt to BRHP

If the owner is entitled to future HAP payments, the Program will reduce the future HAP payments by the amount owed until the debt is paid in full.

The Program may deduct the amount of the overpayment from any amounts due the owner including amounts due under any other Section 8 assistance contract.

If the owner is not entitled to future HAP payments, the owner must repay any amount due to The Program within 10 business days of BRHP's notification of the debt.

The Program may, in its sole discretion, offer to enter into a repayment agreement on terms prescribed by BRHP.

If the owner refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the Program will ban the owner from future participation in the Program and pursue other modes of collection.

Family Debt to BRHP

The family must repay any amount owed to The Program by the family. If the family is unable to repay the debt within 30 days, the Program will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the Program will terminate assistance and may pursue other modes of collection.

Repayment Agreements

The term repayment agreement refers to a formal written document signed by a tenant or owner and provided to The Program in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific times.

General Repayment Agreement Guidelines for Families

Down Payment Requirement

Before executing a repayment agreement with a family, the Program will generally require a down payment of 30 percent of the total amount owed.

Monthly Payment

The monthly repayment amount is the total repayment amount less the down payment spread across a prescribed number of months.

- Amounts under \$1,000 must be repaid within 12 months
- Amounts over \$1,000 must be repaid within 24 months

The maximum term of a repayment agreement should not exceed 24 months. In any case, the minimum monthly payment is \$25.00.

Execution of the Agreement

BRHP, the head of household, and spouse or co-head, if applicable, must sign and date any repayment agreement between The Program and a family.

Due Dates

The Repayment Agreement will specify the date for the down payment, the first payment, and the final payment.

Monthly payments are due by the close of business on the 15th day of the month. If the 15th does not fall on a business day, the due date is the close of business on the first business day after the 15th.

Late or Missed Payments

If The Program does not receive a payment by the end of the business day on the date due, and The Program has not given prior approval for the missed payment, the Program will send the family a delinquency notice giving the family 10 business days to make the late payment.

If The Program does not receive the payment by the due date of the delinquency notice, it is a breach of the agreement and The Program will terminate assistance.

If a family receives three delinquency notices for unexcused late payments in a 12-month period, the Program will consider the repayment agreement in default, and The Program will terminate assistance.

No Offer of Repayment Agreement

The Program generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution.

Repayment Agreements Involving Improper Payments

The following provisions are included in any repayment agreement involving amounts owed by a family because they underreported or failed to report income:

- A reference to the items in the family briefing packet that state the family's obligation to provide true and complete information at every reexamination and the grounds on which The Program may terminate assistance because of a family's action or failure to act
- A statement clarifying that each month the family not only must pay to The Program the monthly payment amount specified in the agreement but must also pay to the owner the family's monthly share of the rent to owner
- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of assistance

Record Keeping, Retention and Management

The Program must maintain complete and accurate accounts and other records for the Program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. The Program must make all such records available to HUD or the Comptroller General of the United States upon request.

In addition, the Program maintain all applicant and participant files in a way that protects an individual's privacy rights.

Record Retention

During the term of each assisted lease, and for at least 3 years thereafter, the Program must keep:

- A copy of the executed lease
- The HAP contract
- The application from the family

In addition, the Program must keep the following records for at least three years:

- Records that provide income, racial, ethnic, gender, and disability status data on Program applicants and participants
- An application from each ineligible family and notice that the applicant is not eligible
- HUD-required reports
- Unit inspection reports
- Lead-based paint records as required by 24 CFR 35, Subpart B
- Accounts and other records supporting The Program budget and financial statements for the Program
- Records to document the basis for BRHP's determination that rent to owner is a reasonable rent, initially and during the term of a HAP contract
- Other records specified by HUD
- Documentation to support the annual review of payment standards and utility allowance schedules
- Records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule

- Other records as specified by MTW rules
- Confidential records of all emergency transfer requested by victims of domestic violence, dating violence, sexual assault, and stalking under BRHP's Emergency Transfer Plan, as well as the outcomes of such requests

Records Management

The Program will keep all applicant and participant information in a secure location and access will be limited to authorized The Program staff.

The Program staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Privacy Act Requirements

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or The Program may release the information collected.

Upfront Income Verification (UIV) Records

Prior to utilizing HUD's EIV system, the Program will adopt and implement EIV security procedures required by HUD to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded, for example electronic or paper.

Criminal Records

The Program may only disclose the criminal conviction records that The Program receives from a law enforcement agency to officers or employees of BRHP, or to authorized representatives of The Program who have a job-related need to have access to the information.

The Program must establish and implement a records management system that ensures that any criminal record or any sex offender registration information received by The Program from a State, local, or law enforcement agency is

- maintained confidentially
- not misused
- not improperly disseminated

The Program must destroy the record once the purpose for which The Program requested the record is accomplished.

However, the Program must retain a record of the screening, including the type of screening and the date performed.

Medical or Disability Records

The Program may not inquire about the nature or extent of a person's disability. The Program may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If The Program receives a verification document that provides such information, the Program will not place this information in the tenant file. The Program will destroy the document.

Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

For requirements and The Program policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, or stalking, see VAWA.

Reporting and Record Keeping For Children with Elevated Blood Lead Level

Reporting Requirement

The Program will provide the public health department written notice of the name and address of any child identified as having an elevated blood lead level.

Data Collection and Record Keeping

The public health department(s) has stated they do not wish to receive a report of an updated list of the addresses of units receiving assistance under the HCV Program, on a quarterly basis. Therefore, the Program is not providing such a report.

Determination of Insufficient Funding

The Program must maintain complete and accurate accounts and other records for the Program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. The Program must make all such records available to HUD or the Comptroller General of the United States upon request.

20. Program Integrity

The Program is committed to ensuring that Program participants, property owners, and staff use the Program's subsidy funds in accordance with HUD requirements.

Errors and Program Abuse

The term error refers to an unintentional error or omission. Program abuse or fraud refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

To ensure that The Program administers its HCV Program according to the highest ethical and legal standards, the Program will:

- Use the HUD required Enterprise Income Verification (EIV) system in its entirety to prevent errors and detect Program abuse
- discuss Program compliance and integrity issues during the voucher briefing
- Provide each applicant and participant with a copy of "Is Fraud Worth It?" (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for Program abuse
- Provide each applicant and participant with a copy of "What You Should Know about EIV", a guide to the Enterprise Income Verification (EIV) system published by HUD. In addition, the Program will require the head of each household to acknowledge receipt of the guide by signing a copy for retention in the family file.
- Place a warning statement about the penalties for fraud on key The Program forms and form letters that request information from a family or owner
- require The Program staff to review and explain the contents of all HUD- and BRHP-required forms prior to requesting family member signatures
- Explain any changes in HUD regulations or The Program policy that affect Program participants Voucher Briefing, Movers workshop or on our website.
- provide each The Program employee with the necessary training on Program rules and the organization's standards of conduct and ethics

Detecting Errors and Program Abuse

Quality Control and Analysis of Data

The Program routinely will use HUD and other non-HUD sources of up-front income verification. This includes The Work Number and any other private or public databases available to BRHP.

At each reexamination, the Program will compare current information provided by the family to information provided at the last reexamination to identify inconsistencies and incomplete information.

The Program will compare family-reported income and expenditures to detect possible unreported income.

Independent Audits and HUD Monitoring

The Program will use the results reported in any required independent audit (IPA) of the Program, or HUD monitoring reports to identify potential Program abuses as well as to assess the effectiveness of BRHP's error detection and abuse prevention efforts.

Individual Reporting of Possible Errors and Program Abuse

The Program will encourage staff, Program participants, and the public to report possible Program abuse.

Investigating Errors and Program Abuse

When the Program Will Investigate

The Program will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for The Program to investigate, the allegation must contain at least one independently verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

The Program will investigate inconsistent or contradictory information detected through the verification process or a file review.

Consent to Release of Information

The Program may investigate possible instances of error or abuse using all available PHA and public records. If necessary, the Program will require HCV families to sign consent forms for the release of additional information.

Analysis and Findings

The Program will base its evaluation on a preponderance of the evidence collected during its investigation. For each investigation, the Program will determine:

1. whether an error or Program abuse has occurred
2. whether any amount of money is owed BRHP
3. what corrective measures or penalties will be assessed

Consideration of Remedies

In the case of family-caused errors or Program abuse, the Program will take into consideration:

- the seriousness of the offense and the extent of participation or culpability of individual family members
- any special circumstances surrounding the case
- any mitigating circumstances related to the disability of a family member
- the effects of a particular remedy on family members who were not involved in the offense

In the case of owner-caused errors or Program abuse, the Program will take into consideration:

- the seriousness of the offense
- the length of time since the violation has occurred
- the effects of a particular remedy on family members who were not involved in the offense

Notice and Appeals

The Program will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation. The notice will include:

- a description of the error or Program abuse
- the basis on which The Program determined the error or Program abuses

- the remedies to be employed
- the family's right to appeal the results through the informal review or hearing process, if applicable, see Chapter 17

Corrective Measures and Penalties

Subsidy Underpayment or Overpayment

A subsidy underpayment or overpayment includes an incorrect

- housing assistance payment to the owner
- family share established for the family
- utility reimbursement to a family

Corrections

Whether the incorrect subsidy determination is an overpayment or underpayment of subsidy, the Program must promptly correct the HAP, family share, and any utility reimbursement.

- Increases in the family share are effective on the first of the month following a written 30-day notice.
- Any decreases in family share will become effective the first of the month following the discovery of the error.

Family-Caused Errors and Program Abuse

An incorrect subsidy determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows The Program to use incorrect information provided by a third party.

Family Reimbursement to BRHP

In the case of family-caused errors or Program abuse, the family will be required to repay any excess subsidy received. The Program may, but is not required to, offer the family a repayment agreement. If the family fails to repay the excess subsidy, the Program will terminate the family's assistance.

The Program will not reimburse the family for any underpayment of assistance when the family clearly causes the underpayment.

Prohibited Actions

An applicant or participant in the HCV Program must not knowingly:

- Make a false statement to The Program
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing Program

The Program considers any of the following evidence of family Program abuse:

- Use of a false name or the use of falsified, forged, or altered documents
- Intentional misreporting of family information or circumstances like income or family composition
- Omitted facts that were obviously known by a family member, for example not reporting employment income

- Payment to the owner in excess of amounts authorized by The Program for rent, security deposit, and additional services – side agreements or side deals
- Offering bribes or illegal gratuities to The Program Board of Commissioners, employees, contractors, or other The Program representatives
- Offering payments or other incentives to the owner or a third party as an inducement for the third party to make false or misleading statements to The Program on the family's behalf
- Admission of Program abuse by an adult family member

The Program may determine other actions to be Program abuse based upon a preponderance of evidence.

Penalties for Program Abuse

The Program may impose any of the following remedies when a family causes Program abuse:

- The Program may require the family to repay excess subsidy amounts paid by BRHP
- The Program may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit
- The Program may deny or terminate the family's assistance
- The Program may refer the family for state or federal criminal prosecution

Owner-Caused Errors or Program Abuse

An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit like the number of bedrooms or which utilities the family pays. It also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

Owner Reimbursement to BRHP

In all cases of overpayment of subsidy caused by the owner, the owner must repay to The Program any excess subsidy received. The Program may recover overpaid amounts by withholding housing assistance payments due for subsequent months, or if the debt is large, the Program may allow the owner to pay in installments over a specified time.

Prohibited Owner Actions

An owner participating in the HCV Program must not:

- Make any false statement to The Program
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing Program

The Program considers any of the following evidence of owner Program abuse:

- Charging the family rent above or below the amount specified by BRHP
- 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 Program Board of Directors, employees, contractors, or other The Program representatives

- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to BRHP
- Residing in the unit with an assisted family

Remedies and Penalties

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

- Require the owner to repay excess housing assistance payments
- Terminate the HAP contract
- Bar the owner from future participation in BRHP's Program
- Refer the case to state or federal officials for criminal prosecution

Program-Caused Errors or Program Abuse

Program-caused incorrect subsidy determinations include

- failing to correctly apply HCV rules regarding family composition, income, assets, and expenses
- assigning the incorrect voucher size to a family
- errors in calculation

Repayment to the Program

Neither a family nor an owner is required to repay an overpayment of subsidy if The Program staff causes the error or Program abuse.

The Program Reimbursement to Family or Owner

The Program must reimburse a family for any underpayment of subsidy, regardless of whether the underpayment was the result of staff-caused error or staff or owner Program abuse.

Prohibited Activities

The Program considers any of the following evidence of The Program staff Program abuse:

- 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, participant, or owner
- Seeking or accepting anything of material value from applicants, participating families, vendors, owners, contractors, or other persons who provide services or materials to BRHP
- Disclosing confidential or proprietary information to outside parties
- Gaining profit as a result of insider knowledge of The Program 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

Criminal Prosecution

When The Program determines that Program abuse by an owner, family, or The Program staff member has occurred and the amount of overpaid subsidy meets or exceeds the threshold for prosecution under local or state law, the Program may refer the matter to the appropriate entity for prosecution.

When the amount of overpaid assistance meets or exceeds the federal threshold, the Program will refer the case to the HUD Office of Inspector General (OIG).

The Program will refer other criminal violations related to the HCV Program to the appropriate local, state, or federal entity.

21. Fair Housing and Equal Opportunity

Nondiscrimination

BRHP is committed to civil rights, fair housing and nondiscrimination for all people in all areas of our program operations.

Federal, state, and local laws require BRHP to treat all applicants and participants equally and provide the same opportunity to access services regardless of family characteristics and background.

The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, national origin, age, familial status, and disability.

In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status.

BRHP will comply fully with all Federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012 and further clarified in Notice PIH 2014-20
- Violence Against Women Reauthorization Act of 2013 (VAWA)

Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted will also apply.

Discrimination Complaints

A family may claim that illegal discrimination because of race, color, religion, sex, national origin, age, familial status or disability prevents the family from finding or leasing a suitable unit with assistance under the Program.

If participant believes that BRHP or an owner has discriminated against any family member, the family should advise BRHP. Upon receipt of a complaint from an applicant or participant alleging a violation, BRHP must determine if a violation occurred and take appropriate corrective action(s).

Anyone can file a Fair Housing complaint with HUD at no cost. Those that file a fair housing complaint are the complainants. Those alleged in the complaint are the respondents.

You can file a fair housing complaint with HUD by telephone (1-800-669-9777), mail, or by using the HUD Form 903 Online Complaint form.

The Maryland Commission on Civil Rights also investigates complaints of housing discrimination. Call toll-free anywhere in Maryland 1-800-637-6247.

For families leasing in Howard County or Annapolis who believe that a landlord has denied them access to housing, or offered different or unfair rental terms due to their source of income, they may file a complaint with the Howard County Office of Human Rights or the Annapolis Human Rights Commission.

Policies Related to Persons with Disabilities

BRHP is committed to ensuring that persons with disabilities have full access to our program and services. BRHP will ask all applicants and participants if they require any type of accommodation beginning with the first contact by an interested family and continue through every aspect of the program.

Inquires will be on the following documents:

- **Preliminary Application**
- **Recertification Packet**
- **Request to Move Packet**
- Letters, especially those of adverse action

These documents will include similar language such as *“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact BRHP”*.

Definition of a Person with a Disability under Federal Civil Rights Laws

A person with a disability, as defined under federal civil rights laws, is any person who

- has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, **or**
- has a record of such impairment, **or**
- is regarded as having such impairment

The phrase **“physical or mental impairment”** includes:

- any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“**Has a record of such impairment**” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“**Is regarded as having an impairment**” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity as constituting such a limitation. Has none of the impairments defined in this section but is treated by a public entity as having such an impairment, or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- current illegal drug users
- people whose alcohol use interferes with the rights of others
- persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the HCV program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. A person who does not meet this definition is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

Reasonable Accommodations

A person with a disability may require certain types of accommodations in order to have equal access to the Program. The types of reasonable accommodations the Program can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service.

Federal regulations define reasonable accommodations as those that do not create an "undue financial and administrative burden" for BRHP or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that changes the essential nature of a provider's operations.

The Program will modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- permitting applications and reexaminations to be completed by mail
- conducting home visits
- using higher payment standards
- providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with BRHP

Request for Reasonable Accommodations

A family should make a request in writing using the Program's **Reasonable Accommodation Request form**.

If an applicant or participant indicates a need for a change, exception, or adjustment to a rule, policy, practice, or service because of a disability, HUD requires that the Program treat the information as a request for a reasonable accommodation even if they do not complete a **Reasonable Accommodation Request form**.

- The family must explain what type of accommodation the person with the disability needs for full access to programs and services.

- If the need for the accommodation is not readily apparent or known to the Program, the family must explain the relationship between the requested accommodation and the disability.
- There must be an identifiable connection, or nexus, between the requested accommodation and the individual's disability.

Verification of Disability

Before providing an accommodation, the Program must determine that the individual meets the definition of a person with a disability, and that the accommodation will enhance the family's access to BRHP's programs and services.

- If a person's disability is obvious or otherwise known to the Program, and if the need for the requested accommodation is readily apparent or known, no further verification will be required.
- If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to BRHP, the program must verify that the individual meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the Program will follow the verification policies provided in Verification, Disability Documentation. The Program will treat all information related to a person's disability confidentially.

In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- The Program must obtain third-party verification from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability.
- The Program must request only information that is necessary to evaluate the disability-related need for the accommodation and will not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.
- In the event that the Program does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the Program will dispose of it. In place of the information, the Program will note in the file that we have verified the disability and other requested information, the date we received the verification, and the name and address of the knowledgeable professional who sent the information.

Approval or Denial of a Reasonable Accommodation

The Program will approve a request for an accommodation if the request meets the following three conditions:

1. The Program received a request by or on behalf of a person with a disability.
2. There is a disability-related need for the accommodation.
3. The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the Program, or fundamentally alter the nature of the Program's HCV operations, including the obligation to comply with HUD requirements and regulations.

Before making a determination whether to approve the request, the Program may

- enter into discussion and negotiation with the family
- request more information from the family

- may require the family to sign a consent form so that the Program may verify the need for the requested accommodation

The Program will respond in writing to acknowledge the request for a reasonable accommodation and to advise approval or denial of the request.

For continued approval of a reasonable accommodation, the Program may require an annual updated ***Disability and Accommodation Verification Form***.

Civil Rights vs HUD Definition of Disability

The civil rights definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability.

A person may be entitled to a reasonable accommodation under the Program to provide equal opportunity, yet may not qualify as a disabled person under the Program for the purposes of the \$400 elderly or disabled household deduction.

Definition of a Person with a Disability under HUD

1. **An individual is a disabled person as defined by their**
 - inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
 - in the case of an individual who is 55 and is blind, inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
2. **An individual is developmentally disabled with a severe chronic disability that**
 - is attributable to a mental and/or physical impairment
 - is manifested before age 22
 - is likely to continue indefinitely
 - results in substantial functional limitations in three or more of the following areas: self-care, receptive and expressive language; learning, mobility, self-direction, capacity for independent living, and economic self-sufficiency and
 - reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, supports, or other assistance that is of lifelong or extended duration and is individually planned and coordinated
3. **An individual is a disabled person who has a physical, emotional or mental impairment that**
 - is expected to be of long-continued or indefinite duration
 - substantially impedes the person's ability to live independently
 - is such that the person's ability to live independently could be improved by more suitable housing conditions

An individual does not meet the HUD definition of disabled if alcoholism or drug addiction would be a contributing factor in determining that the individual is disabled.

The above definition of disability determines whether an applicant or participant is entitled to the \$400 elderly or disabled household deduction. A person who does not meet this definition is not entitled to the deduction.

Before providing the deduction, the Program must determine that the person meets the definition of a person with a disability.

The Program must obtain third-party verification from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability.

22. Violence Against Women Act (VAWA)

The Violence against Women Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault and stalking who are applying for or receiving assistance under a HCV program. Protections are not limited to women but cover victims regardless of sex, gender identity, or sexual orientation. If state or local laws provide greater protection for such victims, those laws apply in conjunction with VAWA.

Definitions

As used in VAWA:

Bifurcate: with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact

Dating violence: violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- length of the relationship
- type of relationship
- frequency of interaction between the persons involved in the relationship

Domestic violence: includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

Affiliated individual: with respect to a person:

- a spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or
- any other individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking

Sexual assault: any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent

Stalking: to engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress

Notification

Notification to Public

To help ensure that all Program participants are aware of their rights under VAWA, the Program will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

- Form HUD-5380 Notice of Occupancy Rights Under VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking
- Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation
- The Program's Emergency Transfer Plan, form HUD-5381
- Form HUD-5383 Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
- The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) included HUD's form HUD-5380 and form HUD-5382
- Contact information for local victim advocacy groups or service providers

Notification to Program Applicants and Participants

The Program must inform program applicants and participants of their rights under VAWA, including VAWA protections, their right to confidentiality, and the limitations on those protections, at each of the following times:

- when the applicant is denied assistance or admission
- the individual is provided assistance or admission
- with any notification of eviction or notification of termination of assistance

The VAWA information provided participants will consist of the notices in HUD's form HUD-5380 and form HUD-5382.

Whenever the Program has reason to suspect that providing information about VAWA to a participant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. For example, the Program may decide not to send mail regarding VAWA protections to the victim's unit if The Program believes the perpetrator may have access to the victim's mail, unless requested by the victim.

When discussing VAWA with the victim, the Program will take reasonable precautions to ensure that no one can overhear the conversation, such as having conversations in a private room.

The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

Documentation

When a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse The Program will require that the individual making the claim document the abuse.

The individual will receive a written request for documentation, and The Program will allow the individual 14 business days after receipt of the request to submit the documentation. The individual must mail or bring the request to the Baltimore Regional Housing Partnership, 20 S. Charles Street, Suite 801, Baltimore, MD, 21201. Office hours are Monday through Friday 8:30 am to 5:00 pm.

The notice will indicate that the individual must provide any one of the following three forms of documentation:

1. a completed and signed HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim
2. a federal, state, or local police report or court record, or an administrative record
3. documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of such abuse.
 - This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional, or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The Program may not require third-party documentation (see 2 and 3 above) in addition to certification (see 1 above), except as specified under "Conflicting Documentation", nor require certification in addition to third-party documentation.

The Program may extend the deadline for 10 business days. In determining whether to extend the deadline, the Program will consider factors that may contribute to the victim's inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim's need to address health or safety issues. Any extension granted by the Program will be in writing.

If the Program does not receive the documentation within 14 calendar days or within the timeframe of any approved extensions, the Program may deny relief for protection under VAWA.

The Program will notify the individual in writing of the denial. If, as a result, the Program denies or terminates the individual from the program, the individual may request a hearing. For more information, see [Informal Reviews and Hearings](#).

Once the victim provides documentation, the Program will acknowledge receipt of the documentation within 10 business days.

Conflicting Documentation

In cases where The Program receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the Program may determine which is the true victim by requiring each to provide acceptable third-party documentation, see 2 and 3 above.

The Program may also request third-party documentation when submitted documentation contains information that conflicts with existing information already available to The Program.

Individuals have 30 calendar days from the date of the request to return third-party documentation to The Program. If The Program does not receive third-party documentation within the required timeframe and any approved extensions, the Program will deny VAWA protections and will notify the individual in writing of the denial. If, as a result, the Program denies or terminates the individual from the program, the individual may request a hearing. See [Informal Reviews and Hearings](#).

The Program must honor any court orders issued to protect the victim or to address the distribution of property.

Discretion to Require No Formal Documentation

If The Program accepts victim's statement or other corroborating evidence of domestic violence, dating violence, sexual assault or stalking, the Program will document acceptance of the statement or evidence in the individual's file.

Confidentiality

The Program must maintain all information provided to The Program regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, in strict confidence.

This means that The Program

- may not enter the information into any shared database
- may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work
- may not provide the information to any other entity or individual, except to the extent that the disclosure is
 - requested or consented to by the individual in writing
 - required for use in an eviction proceeding
 - otherwise required by applicable law

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the Program will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

Prohibition against Denial of Assistance to Victims of Domestic Violence, Dating Violence, and Stalking

The Program may not deny an applicant admission to the HCV program on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualifies for assistance or admission.

At the time The Program denies an applicant assistance, VAWA requires The Program to provide applicants with

- Notice of Occupancy Rights Under VAWA form HUD-5380

- Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Documentation form HUD-5382

The Program will request in writing that an applicant wishing to claim protection under VAWA notify The Program within 14 business days.

The Program acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, poor rental history, a record of previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under The Program's policies.

While The Program is not required to identify whether adverse factors that resulted in the applicant's denial are a result of domestic violence, dating violence, sexual assault, or stalking, the applicant may inform The Program that the grounds for the denial directly relate to their status as a victim. The Program will request that the applicant provide enough information to The Program to allow The Program to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim.

Victim Documentation

If an applicant claims VAWA protection against denial of assistance, the Program will request in writing that the applicant provide documentation supporting the claim. See [Documentation](#).

Perpetrator Documentation

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

- a signed statement requesting that the perpetrator be removed from the application and certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit
- documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment
 - An employee or agent of a domestic violence service provider or a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse must sign the documentation.
 - The signer must attest under penalty of perjury to their belief that the rehabilitation was either successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.