

# 9/20/05 LBHA Section 8 Administrative Plan

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## Chapter 1

# Statement of Policies and Procedures

### I. PURPOSE

The purpose of this plan is to outline the local policies for operation of the Section 8 Program. The Plan covers local discretionary policies only; it references, but does not repeat, the Section 8 Federal Regulations. It is to be used in conjunction with the regulations, HUD Handbooks and other directives. Should the regulations or other HUD directives conflict with the policies stated in the Plan, the HUD directive will supersede the Plan. Throughout this plan the words Authority, HA, or LBHA, mean Linn-Benton Housing Authority.

### II. MISSION STATEMENT

The Linn-Benton Housing Authority assists people to overcome barriers to safe and affordable housing due to income, disability, or special needs, increasing their opportunities, respecting their personal dignity, and maintaining the public trust.

### III. EQUAL HOUSING OPPORTUNITY

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The Authority does not discriminate based on race, color, national origin, religion, age, sex, disability or marital or familial status or physical or mental disability, in the administration of any of its housing programs. It is the policy of the Authority to comply fully with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title VIII of the Civil Rights act of 1968, Executive Order 11063, Section 3 of the Housing Act of 1968, The Fair Housing Amendments of 1988, Section 504 of the Rehabilitation Act of 1973, Title II of the American with Disabilities Act, the Fair Housing Act, and all rules and regulations issued to enforce these Acts.

The person responsible for insuring compliance with the above listed laws, including Section 504 regulations, is the Executive Director of the Linn-Benton Housing Authority. He/She may be reached at (541) 926-4497.

Whenever administratively and financially feasible, the Housing Authority will provide auxiliary aids to individuals with hearing and vision disabilities. The auxiliary aids may include, but are not limited to the following: large print documents, audio recordings, Braille documents, flash cards, and the use of readers and interpreters. Primary consideration will be given to individual client preference in determining which auxiliary aid to use. We will provide access to all facilities and services and an equal opportunity to participate to all individuals regardless of their disability.

The Authority offers reasonable accommodation to persons with disabilities in their dealings with the Authority and offers assistance to families who have special needs in obtaining suitable housing.

#### IV. VALUES AND ETHICAL STANDARDS IN CONDUCTING BUSINESS

The following requirements are in respect to the values and ethical standards that the Linn Benton Housing Authority holds.

##### Conflict of Interest

"Conflict of interest" is defined as any situation where an employee has two or more duties or interests that are mutually incompatible. The Authority requires compliance with the following conflict of interest requirements for the Housing Choice Voucher Program (24 CFR 982.161):

- 1) Neither the LBHA or any of its employees, contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:
  - a. Any present or former member or officer of the LBHA (except a participant commissioner)
  - b. Any employee of the LBHA, or any contractor, subcontractor or agent of the LBHA, who formulates policy or who influences decisions with respect to the programs
  - c. Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs
  - d. Any member of the Congress of the United States
- 2) Any member of the classes described above must disclose their interest or prospective interest to the LBHA or HUD.
- 3) The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- 4) No LBHA employee shall hold outside employment that discredits the HA or negatively affects their performance on the job at the Housing Authority.
- 5) No LBHA employee shall fraternize or socialize with suppliers (including landlords) or participants, when the employee is in a position to make decisions/determinations regarding the landlord's or participant's participation in Authority programs.

##### Acceptance of Gifts

The LBHA prohibits the solicitation or acceptance of gifts or gratuities, in excess of a nominal value, by any officer or employee of the LBHA, or any contractor, subcontractor or agent of the LBHA.

## V. REASONABLE ACCOMMODATIONS POLICY [24 CFR 100.202]

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

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the HA will treat a person differently than anyone else. The HA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing programs. The availability of requesting an accommodation will be made known by including notices on HA forms and letters. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

**To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:**

A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

A record of such impairment; or

Being regarded as having such an impairment

Note: This is not the same as the HUD definition used for purposes of determining allowances.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 24 CFR 5.403 and paragraph 3 of Section 3(b) of the 1937 Act, (42 U. S. C. 1437a (b) (3)), individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, the HA will require that a professional third party competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

The HA reserves the right to propose an alternate accommodation that may more appropriately meet the needs of the disabled family member.

If the HA finds that the requested accommodation creates an undue administrative or financial burden, the HA will deny the request and/or present an alternate accommodation that will still meet the need of the person.

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An undue administrative burden is one that requires a fundamental alteration of the essential functions of the HA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the HA.

The HA will provide a written decision to the person requesting the accommodation within 30 days. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the HA's decision.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All HA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

The HA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

### **ASSISTING PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

Any person who does not speak English as their primary language and has limited ability to read, write, speak, or understand English is considered a limited English proficient (LEP) person.

Upon request, the Housing Authority will provide an interpreter or interpretation services, without charge, for an applicant or participant with limited English proficiency. The Housing Authority strives to employ bilingual staff to assist in serving LEP persons.

The Housing Authority will periodically review Census and other information to determine the number of LEP persons eligible or likely to be served by the Housing Choice Voucher program. The Housing Authority will provide written translations of vital documents for each LEP language group that constitutes 5% or 1000 persons, whichever is less, of the population eligible to be served or likely to be affected or encountered. Currently, the Housing Authority provides vital documents in the following languages other than English:

#### **Spanish**

In determining whether it is feasible to provide translation of documents written in English into other languages, the PHA will consider the following factors:

1. Number of possible applicants and participants in the jurisdiction with limited English proficiency who are members of a particular LEP language group.
2. Estimated cost to PHA per client of translation of English written documents into the other language.
3. The availability of local services for persons with limited English proficiency.

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4. Availability of bi-lingual staff to provide translation for persons with limited English proficiency.
5. The importance of the program, activity, or service.

Housing Authority staff members are trained to recognize LEP applicants or participants and to offer language assistance measures when appropriate. Notices offering language assistance measures are on display in the Housing Authority's public areas. Said notices are in English and in the language of the LEP language group(s) identified above.

## **VI. ENCOURAGE PARTICIPATION OF OWNERS OUTSIDE AREAS OF LOW INCOME AND MINORITY CONCENTRATION**

Periodically, Authority staff will meet with community wide individual owners and property managers to explain the Section 8 Program and any changes that may have occurred since the last meeting. The HA will prepare a newsletter periodically to notify both participants and landlords of any program changes that occur between landlord outreach meetings. Copies of the Section 8 Newsletter will also be sent to area wide agencies and help organizations. Any changes occurring immediately will be noted on the HA website. The Housing Authority will encourage active communication between landlords and the Housing Authority. If the Authority becomes aware that a particular area within its jurisdiction is not accepting Section 8 participants because owners of rental units in that area are unwilling to participate, special effort will be taken to "market" the program to owners of rental property in that area.

## **VII. PROVIDING INFORMATION REGARDING FAMILIES TO PROSPECTIVE OWNERS**

When a family turns in its Request for Tenancy Approval, Authority staff will contact the owner of the selected unit, or the participant if already residing in the unit. The Authority will schedule an inspection and answer any questions about the program, confirm rent, utilities, etc.

In addition, the Housing Authority will provide the owner with any of the following information that is in the Authority's possession:

### **A. Provided with a call of inquiry from the landlord after the Request for Tenancy Approval is received:**

- 1) Name, address and phone number of family's current and previous landlord (if known).
- 2) Information about any previous outstanding damage claims paid on behalf of the family.
- 3) Any information about unit related program warnings in the file or past unit related program termination.
- 4) Information in the participant file concerning landlord warning or eviction notices, court actions involving F.E.Ds.
- 5) Information about housekeeping or other special inspections conducted and/or maintenance charges assessed to families who were prior tenants in an Authority managed unit, as it pertained to that unit only, in response to a Landlord inquiry.

## **VIII. DISAPPROVAL OF OWNERS**

The Authority will not approve a unit if the owner of the unit is on the Authority's Disapproved Owner List. Owners are disapproved in cases where HUD regulations at 24 CFR 982.306 (a) and (b) mandate disapproval. Further, the Authority will disapprove an owner for one year or such longer time as may be deemed appropriate considering the seriousness of the owner action, when the owner has:

- 1) Violated obligations under a Housing Assistance Payments Contract with the Housing Authority.

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- 2) Committed fraud, bribery or any other corrupt or criminal act in conjunction with any federal housing program.
- 3) Engaged in drug trafficking, or manufacture of a controlled substance.
- 4) A history of non compliance with HQS for units leased under the Authority's Voucher or moderate rehabilitation programs.
- 5) A history of renting units that fails to meet local housing codes.
- 6) A history of non-payment of real estate taxes.

Before an owner's name is placed on the Disapproved Owner list, they are informed in writing. The notice will state the reasons the owner's name is being placed on the list and the length of time the owner's name will remain on the list. Owners who have been disapproved may request, in writing, a review of the determination. The Executive Director or the person he or she designates will conduct the review. The Disapproved Owner list is available to the public at the reception desk in the Authority's lobby.

### IX. MANAGEMENT OF RECORDS REQUIREMENTS

#### A. USE

Criminal conviction records received by the HA from a law enforcement agency in accordance with 24 CFR 5.903 may only be used for the following purposes:

- 1) APPLICANT SCREENING FOR ADMISSION TO HAP PROGRAMS INCLUDING:
  - a) *Housing Choice Voucher Program*
  - b) *Project-based Moderate Rehabilitation*
- 2) CONTINUING ELIGIBILITY AND PROGRAM COMPLIANCE

#### DISCLOSURE

The HA may disclose the criminal records that are received from a law enforcement agency only as follows:

- 1) Officers or employees of the HA
- 2) Authorized representatives of the HA who have job-related need to have access to the information (such as a HA hearings officer conducting an administrative grievance hearing or a hearing for termination of assistance, or any judicial proceedings resulting from the aforementioned proceedings).

#### RESTRICTIONS

The HA will ensure that any criminal record received directly from a law enforcement agency is:

- 1) Maintained confidentially

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- 2) Not misused or improperly disseminated
- 3) Destroyed, once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the HA action without institution of a challenge or final disposition of litigation

### **EXCLUSIONS**

Records management requirements do not apply to information that is public information, or is obtained by the HA other than from law enforcement agencies.

## Chapter 2

# Eligibility for Admission

### I. INTRODUCTION

This Chapter defines the LBHA's criteria for admission and denial of admission to the program. Our policy is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The LBHA staff will review all information provided by the family carefully. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the LBHA pertaining to their eligibility.

### II. ELIGIBILITY

The PHA accepts applications only from families whose head or spouse is at least 17 years of age or has been emancipated by law.

In order to be eligible to be issued a Voucher the applicant must:

- 1) Meet the definition of family (see 24 CFR 982.201 and HA Policy definition).
- 2) Be income eligible in accordance with 24 CFR 982.201.
- 3) Provide documentation as required by 24 CFR 5.200, 5.500, and 982.201.
- 4) Be a U.S. citizen or eligible immigrant, as determined by HUD.
- 5) Fulfill all required family obligations as required by 24 CFR 982.551, and outlined on the Housing Choice Voucher, the HA's Supplement to Family Obligation (the HA interpretation of the Family Obligations) and the Supplement to Family Obligations for Targeted Programs, if applicable. (See SECTION XXXI APPENDIX, C, SECTION 8 FAMILY OBLIGATIONS 24CFR 982.551)
- 6) Have an Annual Income at the time of admission that does not exceed the "very low" status of the area median income limits for occupancy established by the LBHA.
- 7) Not have engaged in violent or drug related criminal activity for a period of five (5) years from the date of the last commission of said activity or two (2) years after release from incarceration for such violent or drug-related criminal activity, whichever period is longer. Applicants convicted of possession of a controlled substance for personal use only, are eligible after 12 months or after the completion of a drug rehabilitation program and documented six (6) months of sobriety, whichever comes first.

### III. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizen status. See "Complaints and Appeals" chapter for additional information about reviews and hearings.

## Chapter 3

# Applying for Admission

### I. INELIGIBLE FAMILIES

The policy of the LBHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list.

### II. APPLICATION PROCESS

The purpose of application taking is to permit the PHA to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information. The Housing Authority will follow application procedures as given in [24 CFR 982.204(b)].

Families who wish to apply for any one of the PHA's programs must complete a written application form when application-taking is open. Applications will be made available in an accessible format upon request from a person with a disability.

### III. OPENING /CLOSING OF APPLICATION TAKING

#### A. Opening the Waiting List

The PHA will utilize the following procedures for opening the waiting list:

When the Authority opens its Section 8 waiting list, it will do so by giving public notice. The notice will state that families may apply for Section 8 and will state where and when to apply. The Notice will either state the period of time that the waiting list will remain open or a two week notice of closure will be given via the same notice media used in announcing the opening of the waiting list. The notice will state a policy of non-discrimination and identify the Section 504 Coordinator. The Notice will be published in the following newspapers:

- 1) Corvallis Gazette Times
- 2) Albany Democrat Herald
- 3) Lebanon Express

The Notice will also be sent to agencies that deal with Families who may be eligible for the Section 8 program. Among the agencies notified will be:

- 1) Community Human Services
- 2) Senior Services / Disability Services Office
- 3) Community Outreach

#### B. Closing the Waiting List

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The waiting list may be closed when the Authority determines that the list contains an adequate pool of applicants.

The PHA may stop applications if there are enough applicants to fill anticipated openings for the next 12 months. The LBHA will announce the closing of the waiting list by public notice. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

### **C. Limits on Who May Apply**

When the waiting list is open, any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

When the application is submitted to the LBHA, it determines the family's eligibility and establishes the family's date and time of application for placement order on the waiting list.

### **D. Time of Selection**

When funding is available, families will be selected from the waiting list in their determined sequence, regardless of family size, subject to income targeting requirements.

Based on the PHA's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification and documents.

### **E. Final Determination and Notification of Eligibility**

After the verification process is completed, the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and the current eligibility criteria in effect. A briefing will be scheduled for the issuance of voucher and the family's orientation to the housing program.

## Chapter 4

# Establishing Preferences and Maintaining the Waiting List

### I. INTRODUCTION

It is the PHA's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.

The PHA uses a single waiting list for admission to its Section 8 tenant-based assistance program.

Except for Special Admissions, applicants will be selected from the PHA waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan.

### II. SELECTION

When the HA anticipates having funds to assist more families, or a normal turnover of Vouchers occurs, it will send top-of-the list letters to applicants from the waiting list by date and time of application, taking into consideration the preferences described above.

### III. REMOVAL FROM THE LIST

If an applicant fails to respond to a top-of-list notice within the time specified in the letter, their name will be removed from the list. The only exceptions will be for Reasonable Accommodation or an act that is considered beyond the family's control, (i.e., hospitalization, accident, or documented theft of mail, etc.). Documentation will be required to consider a request for an exception. (Incarceration in jail or prison is an unacceptable reason). Applicants who turn down assistance when available will be removed from the Section 8 waiting list. A family will lose its place on the active waiting list permanently and will have to reapply for assistance if they do not respond to a "Top of the List Letter" before the deadline given on the letter.

### IV. WAITING LIST RANKING AND PRIORITY PLACEMENT FOR ASSISTANCE

Applicants will be taken from the waiting list on a first come first served basis. However, those with a Housing Authority preference will be assisted prior to those who do not have a Housing Authority preference, and those with a priority placement will receive housing assistance before those without a referral. However, 75% of all families receiving assistance shall have income under 30% of the median income for each county.

#### A. Section 8 Waiting List Preferences

- 1) 1. Terminally Ill: (a.) A household member who is likely to die within two years in spite of medical treatment.
- 2) 2. Families with children, pregnant or a disabled member, and singles who are elderly, disabled, or handicapped shall be offered assistance before any non elderly, non handicapped/disabled single, or any family without children or a disabled member.

## Chapter 5

# Voucher Issuance and Briefings

### I. INTRODUCTION

The LBHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements.

### II. ISSUING VOUCHERS

Appointment letters will be sent to applicants previously pulled from the waiting list who have responded as directed prior to the deadline, and whose income, assets, and expenses have been verified according to regulations, for a briefing and will advise the applicant what information to bring to the briefing. Applicants must attend a briefing in order to be issued a Voucher. Briefings give applicants information on how the program works. Topics covered are listed in 24 CFR 982.30I. An applicant that is unable to attend a briefing, and requests an alternate appointment before the time of the briefing arrives, will be scheduled for another briefing. Failure to attend this second scheduled briefing without prior notice will result in the family being removed from the waiting list. A family will be rescheduled for a briefing only twice; if a family does not attend one of the scheduled briefings, the family will be removed from the waiting list.

During the briefing, individuals will be issued a Housing Choice Voucher. (For size of Voucher to be issued see Subsidy Standards.) If a family adds another household member after issuance of the Voucher but before lease-up, they will be required to fill out a new Family Information Update and the member(s) requesting to be added to the household will have to go through all normal application/eligibility procedures. Issuance of a voucher or approval of a Request for Tenancy Approval will be delayed until the family has again completed certification.

The following will be verified prior to issuing a Voucher (or prior to an addition to the household is completed): claim status, prior criminal record, family composition, disability, income and assets and medical expenses, if applicable. Families will be required to provide certification of Social Security numbers and citizenship status in accordance with 24 CFR 5.210 and 5.500, as well as certifications that they have given true and complete information as requested by the HA and as required by 24 CFR 982.551.

If during this process the applicant is determined not eligible, they will be advised (in writing) of this determination. Applicants may request a review of the denial in accordance with the informal review process.

### III. TERM OF VOUCHER

Each Voucher is issued for 60. Extensions will not be granted beyond 60 days. Exception may be made if a disabled family requires additional time for more than 60 days or can demonstrate exceptional need or disability, which would prevent the family from finding a unit within the 60 days.

### IV. SUSPENSIONS

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When a Request for Tenancy Approval is submitted the HA will suspend the time elapsing on the Voucher for up to 30 days total. The time on the Voucher will be extended for a maximum of 30 days for any one, or any combination of Request for Tenancy Approvals submitted.

## V. SUBSIDY IN CASE OF FAMILY BREAKUP

In cases where a family breaks up, the eligible adult members in descending order as follows will be eligible for assistance:

The Adult:

- 1) Who the entire family designates
- 2) Who is designated by a court, if applicable
- 3) Who is forced to move due to actual or threatened physical violence by another member in the household
- 4) Who has the largest number of minor children and /or elderly and/or disabled members with them
- 5) Who remains in the assisted unit (except for applicant families)

## VI. OCCUPATIONAL POLICY

### 1. Initial Term of the Lease

The initial term of the lease, lease addendum, and Housing Assistance Payment (HAP) Contract may be from 1 to 12 months, depending on the agreement that the landlord and participant have made and is reflected on the Rental Agreement/Lease Addendum that has been signed by both parties, and given to the HA for approval. HA may have discretion to limit some participants to a 12 month lease based on previous lease transfer history. A participant family may not move from the assisted unit for at least the first 12 months even if the initial term of the lease is less than 12 months. Exception may be made in cases where a family can demonstrate that there is an extreme need to move early such as domestic violence, disability/health related reasons, or a direct danger to the family if they remain in the unit.

### 2. Effective Date of the Lease

The effective date of lease addendum and Housing Assistance Payments Contract is the date the unit passes HQS inspection, or the date the lease actually starts, whichever is later. The Housing Authority is not allowed to begin Housing Assistance Payments until the dwelling passes the HQS inspection and Request for Tenancy Approval is received. HA cannot start a new HAP Contract until the previous HAP Contract has ended except under extenuating circumstances approved by management.

## Chapter 6

# Subsidy Standards

### I. INTRODUCTION

HUD guidelines require that PHA's establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding.

### II. SUBSIDY STANDARDS DETERMINING FAMILY UNIT (VOUCHER) SIZE

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher unless otherwise approved in response to a Request for Reasonable Accommodation. The PHA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The Voucher size issued is based on smallest number of bedrooms (assuming a maximum of two persons per bedroom) that is consistent with the following constraints:

1. Persons of the opposite sex (other than children under the age of six or persons in a spousal type relationship) will not be required to share a bedroom.
2. When a minor child turns age 18 the Section 8 family will retain the larger voucher size previously allowed for the minor until he/she turns age 21. At that time the HA will adjust the voucher size according to the current occupancy standards. In the case of unit transfer or portability, all current occupancy standards will apply. Two disabled/elderly persons who qualify for the program independently, and live together for mutual support, will be considered a family, and will be allowed a two-bedroom subsidy, (not including a bedroom for a live-in-aide, if needed).
3. In cases where the family includes a pregnant woman: The Housing Authority will issue the extra bedroom size up to 4 weeks before the birth of a child if the subsequent birth of the child would increase their voucher size. (i.e. A pregnant woman with two children will be issued a 3 bedroom voucher if the due date is within four weeks). The Housing Authority will not take into consideration the sex of the unborn child. (i.e. A household that consists of a pregnant woman and a 9 year old male child will not be issued the extra bedroom size based on the knowledge that the unborn child will be a female). In cases where the pregnant woman is the only family member, the family will automatically be granted a 2 bedroom voucher. If the HA determines that it has insufficient funding to support existing voucher families at the above subsidy standards, it may implement the following subsidy standards for new families and for existing participant families at their next recertification

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### **Subsidy Standards: Determining the Number of Bedrooms (Voucher) Size**

The LBHA's subsidy standards do not include consideration of the age or sex of members of the household as a means of determining bedroom size.

<b>Size of Family</b>	<b>Number of Bedrooms</b>
Single non-disabled non-elderly persons	0
Head only	1
Head & Spouse	1
Head + unborn child	2
Head + Aide	2
Head + 1 or 2	2
Head & Spouse + 1 or 2	2
Head + 3 or 4	3
Head & Spouse + 3 or 4	3
Head + 5 or 6	4
Head & Spouse + 5 or 6	4
Head + 7 or 8	5
Head & Spouse + 7 or 8	5
Head + 9 or 10	6
Head & Spouse + 9 or 10	6

### **III. LIVE IN AIDES**

(See definition of live-in aide)

In no case will a live-in aide (or the live-in aide's family members) be given more than one additional bedroom. For the HA to approve a live-in aide a family must verify that a 24 hour full-time live-in aide is required solely to provide assistance with essential daily life activities. A family must locate/identify live-in aide within 30 days of lease-up. If a live-in aide is not identified/located within this time period, a recertification will be conducted and the bedroom size will be reduced if no live-in aide resides in the household. The HA will decline to approve a particular person as a live-in-aide for a person with disabilities, or will withdraw approval if the proposed live-in aide:

- Commits or has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Does not continually reside in the assisted unit with the disabled family member and use the assisted unit as his/her principal place of residence.
- Has other employment outside of Live-in aide responsibilities for the Section 8 participant.
- Commits or has committed drug-related criminal activity or criminal activity as outlined in the Admin Plan.
- Currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Housing Act.

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- Has been terminated previously from the Section 8 Program due to program non-compliance.

Eligibility checks will be completed (and documented in the file) for all prospective live-in aides (and any family members that will live with them in the assisted unit) and they must meet the same eligibility criteria as a program applicant or participant, excluding income criteria. A live-in aide will be denied eligibility as a live-in aid if he/she would have otherwise been living in the unit with the participant.

For the purpose of determining bedroom size and childcare deductions, a dependent must be present in the household for a minimum of 183 days per year (or 51% of the time). A full time college student who lives away from home for the purpose of going to school, but lives at home during holidays and the summer will be exempt from this requirement.

A minor child who resides in the assisted premises 51% of the time will be considered living at the unit and a member of the family. A child receiving assistance through a state public assistance program such as Department of Human Services with a separate family cannot be considered a family member. Visitation of non-custodial children may be allowed for a reasonable period but will not be considered as family members.

### IV. ADDITIONS TO HOUSEHOLD

No more than one addition to household per 12 month period will be approved with the exception of adoption and or birth of a child. Those individuals being added must fall under the definition of Family as noted in this administrative plan. The Linn-Benton Housing Authority will not approve an addition to household if it has been determined that the sole purpose is to benefit the family financially by providing additional assistance. The members of the Family residing in the unit must be approved by the HA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court awarded custody, in which case the family must inform the HA in writing, within 10 consecutive days. Such additions will not result in a change of voucher size if the family size still conforms to the maximum occupancy guidelines (HQS overcrowding) for that unit, unless otherwise determined that change in voucher size is necessary at recertification. The Authority will conduct determinations of eligibility for all additions to the household prior to giving approval.

- 1) If Addition to Household is denied, the HA will send the participant an ineligibility letter (form letter), stating the reason for denial. Some reasons for denial might be a recent criminal history, owing money for a previous claim, or a history of alcohol or drug abuse (resulting in disruption of the peaceful enjoyment of the neighborhood at a previous address).

### V. SPECIAL HOUSING TYPES

The Authority recognizes only Independent Group Residences, Congregate Care Facilities, Shared Housing, and mobile home space pad rent as special housing types.

## Chapter 7

# Rent Calculation Family Share Determination

### I. INTRODUCTION

The PHA will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission and at annual reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations.

### II. ZERO OR VERY LOW INCOME FAMILIES

Families who report zero income are required to complete a periodic written certification. Families that report zero income will be required to complete a survival statement and provide information regarding their means of basic sustenance, such as food, utilities, transportation, etc. This information may be used to determine family income.

### III. MINIMUM RENT

"Minimum rent" is \$50 per month. Minimum rent refers to the Minimum Total Tenant Payment (TTP) and includes the combined amount a family pays towards rent and/or utilities when it is applied. At its sole discretion, the PHA may reduce the minimum rent for all participants to zero to address changes in HUD funding.

### IV. HARDSHIP EXCEPTION

It is the policy of the Authority that each participant family be required to pay a minimum Total Participant Payment of \$50 per month. A family that falls within the Minimum TTP category, and would otherwise be evicted for non-payment of rent, shall be considered for a hardship exception to the minimum TTP. The family must request the exception in writing, stating the reason for the request.

#### **Things to be considered when granting a hardship exception:**

- 1) Determination that the family has had no income in which to pay the rent.
- 2) Extreme medical expenses which, when verified, left the family with no money in which to pay the rent
- 3) The family, through circumstances beyond their control, are without money to pay the rent

The HA will take into consideration all such factors when making the decision, and the family will have the right to an informal hearing if they disagree (following the usual procedure for requesting a hearing in Section XVIII of this document).

## V. LENGTH OF TIME AWAY FROM UNIT

Families who are absent from the unit must notify the Authority in writing within 10 working days at the beginning of their absence. Subsidy may continue on the unit up to 180 days except in the case of voluntary absences. Upon receipt of the notice from the family the Housing Authority will determine the type of absence from the unit.

Absences from the assisted unit fit into one of two categories:

### 1. Voluntary Absence

**Entire Family** (All Adult Members) - Absence in which the family has some control: This includes things such as trips, vacations, employment outside the area, etc. When absences by an adult member of the household exceed 60 consecutive days, it will no longer be considered their principal place of residence. For the purpose of this section incarceration in a correctional facility or penal institution shall be considered a voluntary absence.

**Family Member** (An Adult Member) - When absences of an adult member of the household exceed 60 consecutive days, it will no longer be considered their principal place of residence. For the purpose of this section incarceration in a correctional facility or penal institution shall be considered a voluntary absence.

**Incarceration** If the sole member is incarcerated for more than 60 consecutive days, s/he will be considered permanently absent and the assistance will be terminated. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 60 consecutive days and the assistance will be adjusted accordingly.

If a member of the household is subject to a court order that restricts him/her from the home for more than 6 months, the person will be considered permanently absent from the unit.

The HA need not wait to terminate assistance to families who are voluntarily absent if it can be reasonably determined that such absences will exceed 60 consecutive days.

### 2. Involuntary Absence

Those absences, in which the family has little, if any, control. These may include such things as hospitalization, nursing home care, programs requiring in-patient treatment, etc. Absences should not exceed 120 consecutive days. As much as possible, the HA will try to work with families facing involuntary absences, and may permit absences beyond 120 consecutive days if there is a reasonable expectation that they will be able to return within a reasonable period of time. Provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

### **In All Cases**

Any request for an extension of time must be in writing and must be submitted at least 10 consecutive days before the end of the period of absence approved. Extensions will not be granted for periods of incarceration, but may be granted for participation in drug treatment programs or in-patient mental health facilities where an acceptable form of verification is provided. In no case can an absence exceed 180 days.

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### **Caretaker for Children**

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the child/ren for an indefinite period, the PHA will treat that adult as a visitor for the first 30 days. If this period is for longer than 30 days the PHA will temporarily assign the Voucher to the Caretaker as long as they have custody of the child/ren.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the PHA will review the status in 30 days.

When the PHA approves a person to reside in the unit as caretaker for the child/ren, the income of that caretaker should be counted. All other eligibility criteria apply to the caretaker as well.

## Chapter 8

# Request for Tenancy Approval and HAP

### I. INTRODUCTION

The LBHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The LBHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the PHA, or outside of the PHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the PHA.

### II. REQUEST FOR TENANCY APPROVAL

The Request for Tenancy Approval must be signed by both the owner/approved manager and voucher holder.

The PHA will not permit the family to submit more than one RFTA at a time.

The PHA will review the proposed lease and the Request for Tenancy Approval documents to determine whether or not they are approvable under [24 CFR 982.302, 982.305(b)].

### III. HOUSING ASSISTANCE PAYMENT TO OWNER

The housing assistance payment is deemed paid to the owner upon mailing by Linn-Benton Housing Authority.

LBHA will not mail HAP checks to assisted unit address. Owner must not live in assisted unit.

LBHA may take legal Collection action against an owner on payments determined owed back to the HA for overpaid HAP. LBHA will automatically deduct any overpaid HAP from future HAP payments to owner.

### IV. REQUEST FOR HAP CHECK CANCELLATION

LBHA will charge a \$10.00 fee for replacement of a HAP Check or Utility Allowance Check that is requested by owner or tenant. This is an effort to cover bank fees charged to the HA for the transaction. All checks that are more than 12 months old are considered stale and will not be replaced.

LBHA will continue to pay HAP to owner through end of month when participant becomes deceased within that month. When participant becomes deceased within one week (7 days) of the end of a month LBHA will pay HAP through 15th of following month to allow time for family to remove personal items from unit.

## Chapter 9

# Housing Quality Standards and Inspections

### I. INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The Authority uses the regulatory Housing Quality Standards (HQS) as described in 24 CFR 982.40I. The Housing Authority also has the following local HQS requirement(s):

### II. PERFORMANCE REQUIREMENTS

#### 1. Well Water Test

A well water test within the last 24 months showing the absence of coliform and E. coli is required for all assisted dwellings that use a well as the domestic water source. Where the well water test includes an elevated level of bacteria and nitrates, the septic tank must be pumped or certified that those levels are not related to septic tank operations. In cases where the water test is unacceptable, the landlord will provide the family with an alternate source of water for drinking and cooking until the well water is acceptable.

#### 2. Repair Agreement

If repairs are dependant on weather conditions in order to be completed, the HA will offer the landlord a repair agreement for the repairs to be completed within a specific time frame. If the owner does not return the repair agreement as required, or repairs are not completed as agreed upon, the unit will be considered in HQS violation and the rent will be abated. If repairs are not completed within the following 30 days, the HAP contract will be terminated.

#### 3. Lead Based Paint Reimbursement

If deteriorated paint is found during an inspection, it must be stabilized (cleaned up and/or repaired) within 30 days and a certified LBP clearance test passed before we are allowed to pass the unit and continue making Housing Assistance Payments. A Risk Assessment test may be done on the dwelling instead to determine whether the painted surfaces contain lead. If our HQS Inspection requires a Lead Clearance test, the owner or landlord may request reimbursement equal to the cost of the test or \$150, whichever is less. To receive this reimbursement, the landlord must:

- 1) Have a current Housing Assistance Payment (HAP) contract in effect for the family and dwelling.
- 2) Submit a copy of the Lead Clearance results or Risk Assessment results (unit must pass) and receipt of payment.
- 3) Complete a Request for Reimbursement from the Housing Authority.

#### **4. Mobile Home Disapprovals**

The HA will not approve a unit that is identified as a mobile home that was manufactured prior to 1977 and/or is not labeled with a HUD approval sticker indicating that HUD specifications in manufacturing have been met. Exception may be given to units that have had a state certified inspection of the safety of the unit that is equivalent to HUD certification.

#### **5. Bedrooms – Performance Requirements**

- 1) Must be a minimum size of 8' X 10'.
- 2) There must be a permanent direct or indirect heat source.
- 3) The entrance to the room must be a standard size opening.
- 4) The room may not have washer/dryer hook-up.
- 5) At least one window must be present and must be designed to open and have an operable lock.
- 6) There must be either two separate duplex outlets or one duplex outlet and one permanent light fixture.
- 7) Rooms that have been considered a bedroom and don't meet these current standards will be grandfathered in. Rooms must meet these new standards prior to entering into an initial HAP contract.

#### **6. Thermal Environment – Performance Requirements**

1. The unit must have and be capable of maintaining a thermal environment healthy for the human body.
2. There must be a permanent and safe heating system for the dwelling unit. The system must be in proper operating condition. The system must be able to provide adequate heat, either directly or indirectly, to each room in living areas at 70 degrees temperatures when outside temperatures reach 0 degrees Fahrenheit, in order to assure a healthy living environment appropriate to the climate.
3. The dwelling unit must not contain un-vented room heaters that burn gas, oil, or kerosene.

#### **7. Chemical Environment Quality**

The HA will require that Landlords/homeowners certify that the unit requested to be under the Section 8 program is/has not been used for methamphetamine production or has documents to certify that it has gone through all proper clean-up methods. Units that do not meet these and other HQS Environmental Quality Standards will not pass HQS Inspection.

#### **8. Inspection Appointments and Fails**

The family and owner are notified of the date and time of the inspection appointment by mail. If the family is unable to be present or arrange entry by someone 18 years of age or older, they must reschedule the appointment prior to the scheduled date. Inspections will be conducted

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on business days only. Reasonable hours to conduct an inspection are between 8:00 a.m. and 4:00 p.m.

If the family misses a scheduled inspection, LBHA will only schedule one more inspection. If the family misses two inspections, LBHA will consider the family to have violated a family obligation and a notice of termination may be issued.

### **9. Abatement of HAP for Non-repairs**

LBHA will pursue abatement of HAP when repairs are not completed by date noted on fail letter unless an extension is granted by the HQS inspectors or supervisor. If repairs are completed late in the month, because of accounting deadlines, this is likely to cause the next months HAP check to be mailed at least 2 weeks late.

## Chapter 10

# Rent Reasonableness and Payment Standards

### I. INTRODUCTION

The PHA will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is the PHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507(b).

### II. RENT REASONABLENESS

Each year the HA will conduct a rent comparison survey to include all cities, towns, and rural areas in the HA jurisdiction.

#### A. A Method for Conducting the Rent Comparison Survey

The HA will call a reasonable number of landlords offering units to rent in each area. We will use posted signs and newspaper adds to contact owners of Open Market Units. We will ask questions regarding the following items:

- 1) Basic Unit Information, such as location, condition of unit, number of bedrooms, type of unit, size of unit in square feet, number of baths, rent amount, etc.
- 2) Unit accessibility, such as access to transportation, shopping, schools, medical facilities, bus line, etc.
- 3) Unit Amenities, such as handicapped accessibility, Washer/dryer connection in unit, dishwasher, range and/or refrigerator provided, deck/patio, coin operated washer/dryer, cable included in rent, on-site manager, owner provided washer/dryer, water, sewer, or garbage paid by owner, microwave, carport or covered parking, etc.
- 4) Facilities included in the rent, such as a playground, parking, storage, swimming pool, rec room, exercise equipment, and maintenance such as lawn or yard care, etc.

#### B. Application of Comparisons

- 1) Prior to execution of a HAP contract, each unit for which we have received a Request for Assisted Tenancy will be compared with two other units within the same general location, of the same unit size and type, similar amenities, accessibility, and facilities to ensure the rent being charged for the proposed assisted unit is reasonable and compares to other units of similar type
- 2) Each unit will complete a rent reasonableness comparison anytime there is a notice of rent increase given for the unit to ensure the rent is still comparable and isn't excessive.

### III. VOUCHER PAYMENT STANDARD

The Voucher Payment Standard will be reviewed annually in conjunction with the publishing of new Fair Market Rents (FMRs). The payment standard will be set at an amount that will allow the Authority to best meet housing needs in the community. The payment standard will be between 90% and 110% of the FMR. Each time the FMR changes, the Housing Authority will

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analyze whether or not the Voucher standard is sufficient for families to locate units in the community.

**IV. UTILITY ALLOWANCE UPDATES**

**A. Area Utility Rate Survey**

The Housing Authority will conduct a survey of area utility rates each year and utilities will be adjusted accordingly at each family's Annual Recertification. We will conduct the utility survey by calling all utility companies within our jurisdiction, including companies for water, sewer, garbage, electricity, natural gas, oil, and propane if needed. Results will be compiled in a chart(s) that will be available to the public.

## Chapter 11

# Recertification's

### I. INTRODUCTION

In accordance with HUD requirements, the PHA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations.

### II. RECERTIFICATION

A Voucher family's income, assets, and expenses are recertified at least once every 12 months. Families are required to report, in writing (within 10 days of the date of the change), all changes in income, assets and family composition. Families will be notified approximately 120 days prior to the effective date of the Recertification. The HA will make every attempt to complete the recertification at least 30 days prior to the effective date, and will notify the participant and landlord in writing of any change in rent portions. The only exception to this policy will be when the assisted family has not cooperated or provided required verification in a timely manner as required by regulations.

#### A. Automatic Termination of Assistance According To

When completing an Annual or Interim Recertification, if the Housing Assistance Payment will be zero (0), the HA will notify the participant regarding automatic termination of assistance that will occur in 6 months. The actual termination of assistance letter will be sent to both the participant and landlord at least 30 days in advance of the effective date.

The Housing Authority will not enter into a Housing Assistance Payments Contract for a new dwelling while a participant is at zero (0) HAP. (unless the new dwelling is such that the participant would no longer be 0 HAP)

### III. INTERIM RECERTIFICATION

All rent reduction requests will be completed with the effective date as the first of the following month when the necessary verifications are received prior to the 20th of the month. Interim Recertification will be completed in accordance with our Interim Re-Exam Procedure. FSS Families may request a rent increase be completed anytime they have an increase of income, in order to increase their FSS escrow account deposits.

#### A. Categories for Interim Changes

All participants are required to fill out "Interim Change Report" completely and sign it before an interim change will be completed. In some cases (at HA discretion), changes may be backdated for special circumstances or a delay in receiving verifications that is not participant caused.

##### 1) Downward Changes

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LBHA will make interim changes if the participant family reports a net reduction in income used to calculate the current level of assistance and if all required paperwork is completed by the participant. If received by the HAP deadline, this change is effective on the first of the month following verification of the reported income loss. All factors are to be considered in determining the net loss, including anticipation of replacement income such as TANF or employment benefits. When income is calculated using an anticipated annual average income, HA may determine that a change is not necessary. A downward change may not be made if it is determined that the change is temporary (less than 30 consecutive days).

### 2) Medical/Handicap Expenses

The medical/handicap expense allowance is calculated based on anticipated annual expenses. The Housing Authority may make interim adjustments to the annual allowance when changes in actual expenses vary by more than \$1000 from anticipated annual allowance.

### 3) No-income Families

Participant family's whose last rental calculation was based on no income or extremely low income, will be required to complete a "survival statement" at least quarterly, showing how expenses are being paid. LBHA may research credit history, employment history, etc. of participants declaring zero or nearly zero incomes to determine if other income sources exist.

All "NO-INCOME" participants are subject to an interim change following the acquisition of any reasonably stable income. Income that is continuous but from different or changing sources (i.e., odd jobs, etc.) can be anticipated for the future by averaging past months' income as reported on survival statements required by the HA.

### 4) Inaccurate/Incomplete Reporting

- a. LBHA will make immediate interim changes in any case where it is determined that all income was not reported and LBHA is not taking action to terminate assistance.
- b. Interim changes will be made in instances where the occupancy specialist determines that the reported increase in income is such that it should have been anticipated and reported by the participant family at the last rent calculation.
- c. Any participant who does not report all income or shows a pattern/history of not reporting all income may be subject to an immediate interim, with repayment of over-assistance going back to the date the income started. Termination of assistance will be considered where non-reporting of income was intentional and results in an overpayment of assistance.

### 5) Increase of Income

Interim Re-certifications will be completed for anticipated or unanticipated changes of gross income of \$150 or more per month. The rent portion adjustment will be effective on the first of the month following 30 days from the change (not when the change is

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reported). At its sole discretion, the PHA may post-pone all interim recertification's resulting from increases of income until the participant's next annual recertification to address changes in HUD funding. In addition, the PHA may adjust the rent portion for an increase less than \$150 for those participants previously reporting zero or very low incomes or when a participants' income source changes.

### 6) Change in Household Composition

If required, income will be verified and a change of rent will be completed if there is a change in household composition. The Participant Rent Change Notice will reflect the added household member(s). If the household composition change requires a smaller Voucher size, the family will be allowed to stay at the larger Voucher size until the effective date of the next annual Recertification or the next change of unit whichever occurs first.

If no change is needed, the Section 8 Occupancy Specialist will notify the participant and will note in the file that the participant has been notified.

## Chapter 12

# Portability/Moves with Continued Assistance

### I. INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the LBHA's jurisdiction, or to a unit outside of the LBHA's jurisdiction under portability procedures. XXVII.

### II. PORTABILITY

The Authority administers portability in accordance with the regulations as outlined in 24 CFR 982.353, 354 and 355. If an applicant is not a resident of the Authority's jurisdiction at the time of application, the family is not eligible to use portability for 12 months from the time the applicant was first admitted to the program.

No family may move more than once in any 12-month period outside our jurisdiction. If a family uses portability to move to another jurisdiction, and wishes to move back to the jurisdiction of LBHA before 1 year has elapsed, the HA MAY allow the move, depending upon circumstances and whether the HA has Vouchers available.

If the HA determines it has insufficient funding, it may deny a move, including portability, when the new FMR is greater than 120% of the family's current FMR.

All debts to LBHA must be paid in full before a family is permitted to move outside the LBHA jurisdiction.

### III. LEASE TRANSFERS WITHIN LBHA'S JURISDICTION

Participants may move with continued tenant-based assistance. However, families may not move within the first year after their initial lease up, or within one year of any subsequent move. The only exceptions to this policy will be when remaining in the current unit will create an exceptional hardship for the family such as a medical emergency, the threat of danger, a subsidy size change, or other conditions beyond the family's control, and the family has requested an exception in writing, stating the reason for the request. The HA may require other documentation of need before approving or denying the exception.

### IV. LEASE TRANSFERS CAUSED BY HQS OVERCROWDING

If the HA determines that a family composition change results in HQS Overcrowding the HA will issue the family a new voucher. A family will have up to 60 days to move to a different unit.

**Chapter 13**

**Contract Terminations**

**I. INTRODUCTION**

The Housing Assistance Payments (HAP) contract is the contract between the owner and the LBHA which defines the responsibilities of both parties. The LBHA will follow all regulatory practices put into law by [24 CFR 982.311, 982.314].

**II. TERMINATION BY OWNER**

If an owner wishes to evict an occupant, they must do so with proper documentation, as stated in the lease. Copies of all paperwork must be sent to the Housing Authority.

**III. VOLUNTARY END OF PARTICIPATION**

The participant may request to end participation from the program with a completion of the End Participation Form, a written notice to the HA, or verification of death or move out of the sole remaining household member. The effective date may vary depending on individual circumstance. In the case of a voluntary End of Participation, no program sanctioning will occur when proper procedure has been completed. A copy of the Notice or End of Participation form will be mailed to the Landlord (if currently under lease), to inform him/her of the change and that the HA is no longer providing assistance to the family.

**IV. TERMINATION BY THE LBHA**

The term of the HAP contract terminates when the lease terminates, when the PHA terminates program assistance for the family, when the family moves from the assisted unit and when the owner has breached the HAP contract.

## Chapter 14

# Denial or Termination of Assistance

### I. INTRODUCTION

The HA may deny or terminate assistance for a family because of the family's action or failure to act. The HA will provide families with a written description of the family obligations under the program, the grounds under which the HA can deny or terminate assistance, and the HA's informal review and hearing procedures.

### II. DENIAL OR TERMINATION OF ASSISTANCE

When the HA receives information that would normally lead to denial or termination of assistance, the HA will notify the household of the proposed action to be based on the information and will provide the subject of such information. The applicant or participant will receive a copy of such information, and be given an opportunity to dispute the accuracy and relevance of the information. This opportunity will be provided before a denial of eligibility decision or termination of assistance decision is made based on the information.

#### A. Mandatory Grounds for Denial or Termination of Assistance (24 CFR 982.552(b))

The Housing Authority **MUST** deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following grounds:

- 1) **METHAMPHETAMINE:** The HA must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing Methamphetamine on the premises of federally assisted housing.
- 2) **SEX OFFENDERS:** The HA must deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.
- 3) **Eviction:** The HA must terminate program assistance for a family evicted from housing assisted under the program for a serious violation of the lease.
- 4) **SIGN AND SUBMIT CONSENT FORMS:** The HA must deny admission to the program for an applicant or terminate program assistance for a participant, if any member of the family fails to sign and submit consent forms for obtaining information in accordance with Part 5, subparts B and F of this title.
- 5) **CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS:** The HA must deny admission or terminate program assistance if a family member does not establish citizenship or eligible immigration status according to 24CFR 5.514 (c)

#### B. Other Grounds for Denial or Termination of Assistance (24 CFR 982.552(c))

The Housing Authority may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following grounds:

- 1) If the family violates any family obligations under the program (see 24 CFR 982.551).

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- 2) If any family member has been evicted from federally assisted housing in the past five (5) years.
- 3) If an HA has ever terminated assistance under the program for any member of the family.
- 4) If any member of the family has committed (or commits) drug-related criminal activity, or violent criminal activity (see 24 CFR 982.553). Evidence of criminal activity: In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the HA may deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted. 24 CFR 982.553 Section (c )
- 5) If any member of the family had committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program within the last five (5) years.
- 6) If the family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 act.
- 7) If the family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- 8) If the family breaches an agreement with the HA to pay amounts owed to an HA, or amounts paid to an owner by an HA. The HA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to an HA or amounts paid to an owner by an HA. The HA may prescribe the terms of the agreement.
- 9) If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- 10) If the family has engaged in or threatened abusive or violent behavior toward any HA personnel.
- 11) "Abusive or violent behavior towards HA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- 12) Actual physical abuse or violence will ALWAYS be cause for termination.

### C. Consideration of Circumstances (24 CFR 982.552)

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

- 1) The Housing Authority may consider all relevant circumstances such as the seriousness of the case, the extent of the participation or responsibility of individual family members,

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mitigating circumstances relating to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

- 2) The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were responsible for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue to receive assistance.
- 3) In determining whether to deny admission or terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the HA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose the HA may require the applicant or participant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.
- 4) If the family includes a person with disabilities, and consideration is requested by the participant family, the HA decision concerning such action is subject to consideration of reasonable accommodation.
- 5) The Housing Authority's admission and termination actions will be consistent with fair housing and equal opportunity provisions.
- 6) The Housing Authority may require an applicant or participant to exclude a household member in order to be admitted to the housing program or continue receiving housing assistance, where that household member has participated in or been responsible for action or failure to act that warrants denial or termination.
- 7) Consideration of Rehabilitation in determining whether to deny admission or terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the Housing Authority may:
  - a. Consider whether the household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. The Housing Authority may require the applicant or participant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.
  - b. Choose not to consider whether the person has been rehabilitated.

### D. Acceptable Proof of Address

For purposes related to eligibility and program compliance, proof of address includes but is not limited to the following:

- Rental or Lease Agreement dated within one year from the HA's request for proof.
- Utility billing dated within one year.

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- Payment booklet, such as: auto, furniture appliances, loan, etc. dated within one year from the HA's request for proof.
- Consumer billings: such as credit cards, medical, dental, etc.
- Correspondence from US treasury, Social Security administration, Oregon state Government Agencies, Insurance companies, Financial institutions, etc.
- Oregon Voter Registration Card
- Medical/Health card
- Unexpired professional licenses.
- Vehicle title and registration documents (within one year)

### III. INELIGIBILITY AS A RESULT OF PROGRAM NON-COMPLIANCE OR CRIMINAL ACTIVITY

#### A. Opportunity to Dispute

When the HA obtains criminal record information from a State or local agency, or any other credible source showing that a household member (or members) has (have) been arrested for or convicted of a crime relevant to applicant eligibility or participant compliance, or other information from any source involving issues of ineligibility or program compliance, and such information would normally lead to denial or termination of assistance, the HA will notify the household of the proposed action to be based on the information, will provide the subject and applicant or participant a copy of such information and an opportunity to dispute the accuracy and relevance of the information will be provided to the family. This opportunity will be provided before a denial of eligibility decision or a termination of assistance decision is made based on the information.

#### 1) INVOLUNTARY TERMINATION

Termination of Eligibility for Section 8 rental assistance is an action taken by LBHA as a direct result of the participant's action or inaction. The participant violates one or more of the Section 8 Family Obligations if:

- a) Participant has failed to provide information or verification, complete paperwork as requested, keep appointments, or if three (3) letters are sent asking the participant to take the necessary action. The third letter will be a "Final Warning" letter, stating that unless they take the action described, their assistance will be terminated.
- b) The assisted unit fails to meet HQS. Because of a participant responsibility, two (2) letters requesting participant action will be sent, not to exceed the 30 day period allowed by HQS Regulations. The first one being the "Fail Letter" from inspection; the last one being the "Final Warning" letter stating that unless they take the action described, their assistance will be terminated. For serious or life threatening violations, (2) two requests may be waived.
- c) A participant fails to be home (or fails to have an alternate person over 18 years of age be available) for two scheduled inspections, and has not called to reschedule in advance, termination of assistance will proceed.

The participant has violated other family obligations, termination may proceed with or without warnings as circumstances indicate, and at the discretion of the HA.

#### 2) Program Violation Warnings

If it is the first occurrence of a violation of family obligations, and the violation was believed by the HA to be unintentional, and depending on the severity of the circumstances, the participant may be allowed to remain on the program, by signing a Program Violation Warning, and Repayment Agreement if necessary. If the participant violates the same obligation twice, termination will proceed. In no case shall a participant be offered more than a total of two Program Violation Warnings during their participation. The occupancy specialists and/or a supervisor will determine when a Program Violation Warning is merited. Participants must sign Program Violation Warnings when issued to avoid further violations of Family Obligations.

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### 3) Termination Date

The date of termination may vary. Generally, the notice is for thirty (30) days or to the last day of the month following the date the termination letter is sent. In some cases where the participant has moved out of the assisted unit, and a landlord is not involved, the termination date will be immediate, with the participant being given the opportunity for an informal hearing.

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### 4) Evidence

There will be a preponderance of evidence in the file to support the reasons for termination.

### 5) Repayment

Whenever the termination is due to failure of the participant family to report income or change of family composition resulting in an overpayment of assistance, demand for repayment of said money will be stated in the termination letter.

### 6) Landlords will Receive Letter

If the participant is still in the unit, the Landlord is sent the Termination of Housing Assistance Payments letter at the same time the participant letter is mailed.

### 7) Hearings

Hearings may be requested in writing by the participant within 10 days of the date of the termination letter. The hearing is scheduled prior to the date of the final termination (unless there is no landlord involved). If the hearing cannot be scheduled prior to the effective date of the termination, and the participant still lives in the unit, the Housing Assistance Payment will be extended by 1 month to allow for the hearing process to be completed. The hearings officer is provided by the HA according to the HA Informal Reviews and Hearings Policy. An attorney or other representative may represent the participant.

## IV. INELIGIBILITY AND TERMINATION OF ASSISTANCE SANCTIONS

### A. Applicants

Who have been declared ineligible because of fraud, bribery, or any other criminal act in connection with the program as outlined in the Family Obligations Supplement, will not be eligible to reapply for a period of five (5) years from the date they were declared ineligible.

### B. Participants

Who have been terminated from program participation because of fraud, bribery, or any other criminal act in connection with the program as outline in the Family Obligations Supplement, will not be eligible to reapply for housing assistance for a period of five (5) years from the effective date of termination.

### C. Applicants

Who engage in any form of violent or drug related criminal activity will be ineligible to apply for housing assistance for a period of five (5) years from the date of the last commission of said activity or two (2) years after release from incarceration for violent or drug-related criminal activity, whichever period is longer. Applicants convicted of possession of a controlled substance for personal use only, are eligible after 12 months or the completion of a drug rehabilitation program and documented six (6) months of sobriety, whichever comes first.

### D. Participants

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Who are terminated because of engaging violent or drug-related criminal activity, while a program participant, will be ineligible to apply for housing assistance for a period of five (5) years from the date of the termination of their assistance.

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### E. Applicants or Participants

Who are either declared ineligible or are terminated from program participation for a violation of any Family Obligation, (other than previously described above) as described on the Certificate of Participation, Housing Choice Voucher, or the Family Obligation Supplement, and defined in 24 CFR 982.551, or because of program non-compliance as outlined in Section XXII of the Administrative Plan, shall be ineligible to reapply for housing assistance for a period of two (2) years from the date of the determination of ineligibility or the effective date of termination from the program.

### F. Applicants

Who have been evicted from public housing, or have been terminated previously from program participation, the HA has determined:

- a) There is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents
- b) There is reasonable cause to believe that the person's PATTERN OF ILLEGAL USE OF A CONTROLLED SUBSTANCE OR A PATTERN OF ABUSE OF ALCOHOL may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- c) There is evidence that there has been a PATTERN OF ILLEGAL USE OF A CONTROLLED SUBSTANCE OR A PATTERN OF ABUSE OF ALCOHOL that interferes with the health and safety of the public at large (including property), including, but not limited to, repeated DUI's, or repeated arrests that involve such patterns of abuse.

SUCH PERSONS ARE INELIGIBLE FOR ADMISSION TO SECTION 8 PROGRAMS (or any other type of housing program) FOR A PERIOD OF THREE (3) YEARS FOR ALCOHOL ABUSE AND FIVE (5) YEARS FOR ABUSE OF A CONTROLLED SUBSTANCE.

### G. Participants

Of Section 8 Assistance WILL BE TERMINATED (according to procedures) for any family who has a member for which the HA has determined:

- a) There is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- b) There is reasonable cause to believe that the person's PATTERN OF ILLEGAL USE OF A CONTROLLED SUBSTANCE OR A PATTERN OF ABUSE OF ALCOHOL may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- c) There is evidence that there has been a PATTERN OF ILLEGAL USE OF A CONTROLLED SUBSTANCE OR A PATTERN OF ABUSE OF ALCOHOL that interferes with the health and safety of the public at large (including property), including,

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but not limited to, repeated DUI's, or repeated arrests that involve such patterns of abuse.

SUCH PERSONS ARE INELIGIBLE FOR ADMISSION TO SECTION 8 PROGRAMS (or any other type of housing program) FOR A PERIOD OF THREE (3) YEARS FOR ALCOHOL ABUSE AND FIVE (5) YEARS FOR ABUSE OF A CONTROLLED SUBSTANCE.

**H. Mandatory Denial and Ineligibility**

- a) METHAMPHETAMINE: The HA MUST permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing Methamphetamine on the premises of federally assisted housing.
- b) SEX OFFENDERS: The HA MUST deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

## Chapter 15

# Owner or Family Debts to the PHA

### I. INTRODUCTION

It is the LBHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the LBHA's claim that the debt is owed. When families or owners owe money to the LBHA, the LBHA will make every effort to collect it. The LBHA will use a variety of collection tools to recover debts and will follow procedures as laid out in [24 CFR 982.552].

### II. AMOUNTS OWED TO THE AUTHORITY BY PARTICIPANTS

The Authority will honor any agreements entered into under previous rules of the Section 8 program. Repayment agreements will continue to be offered to participants and terms of the agreements will be strictly enforced as outlined in this administrative plan. Terms are generally 10% or \$50.00 (whichever is lower) required at the time agreement is executed and balance due in 12 equal installments. If a participant fails to sign a repayment agreement for monies owed the HA, assistance will be terminated, and they will not be eligible to reapply for assistance unit payment has been made in full, and the appropriate program sanctioning period has passed. During the course of their participation in the Housing Assistance programs, a participant shall only be allowed one payback agreement. After the initial payback agreement is executed, all other monies owed are due and payable immediately upon discovery.

If an applicant owes any Housing Authority for amounts owed as a previous Section 8 participant, a Public Housing participant, or participation under another housing program funded under the Housing Act of 1937 (the 1937 Act), the Authority will NOT place the applicant's name on the waiting list. The applicant will be sent a letter stating that they are ineligible to apply until the amounts owed to LBHA or any other HA is paid in full. When the amount owed is PAID IN FULL, their application will be accepted, unless a separate sanction waiting period exists due to termination from the program for a breach (or breaches) of Family Obligations.

If a participant owes any Housing Authority for amounts owed as a Section 8 participant, a Public Housing participant, or a participant under another 1937 Act assisted housing program, the Authority will not approve Portability for the participant until the full amount has been paid, or the participant has entered into a repayment agreement and is in good standing (not more than one month in arrears). A participant will not be allowed to utilize the portability option if they owe money to LBHA and the HA may deny moving within the HA's Jurisdiction as well.

### III. PAYBACK AGREEMENTS

LBHA may take Legal Collection action on payments owed to the HA when a family does not sign payback agreement or does not continue to make payments on amounts owed to LBHA.

LBHA may allow deferral of debt payment in situations where reasonable accommodation, loss of income, or circumstances beyond the family's control merit the deferral. Debt deferral will be allowed only one time during the duration of that debt.

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Participant families may be terminated from the Section 8 program if they are in default of repayment of a debt to the HA.

LBHA will deny eligibility to a family who has indebtedness to LBHA or any other HA until the balance is paid in full. Families who have indebtedness to LBHA or any other HA will be denied portability until the balance is paid in full.

As a result of a cost comparison of the administrative burden and the financial recovery, if the HA determines that it has insufficient administrative funding, it may choose to not require repayment of amounts overpaid on a current participant's behalf that are less than \$500.00 total. A Program Violation Warning will be issued when the situation merits.

### **Repayment Agreement:**

The HA will set the terms when offering a family a repayment agreement. In setting the terms of the agreement the HA will attempt to recover the money in the shortest time possible, in most cases a term of one year. It will take into account all relevant family income information and will offer a payback schedule that it determines is reasonable within the family's ability to pay.

The tenant will remain in good standing with the HA as long as all payments are received in a prompt, timely manner. Failure to abide by this Repayment Agreement will result in one of the following actions:

- 1) HA program applicants will be determined ineligible until payment in full has been received.
- 2) HA program participants will have their rental assistance terminated and the HA may pursue further legal action.

Section 8 participants will be offered one repayment agreement while on our program. If they have used it once, they will not be offered one again; any further debts incurred must be paid in full immediately upon demand or program participant will be terminated from Section 8 assistance.

This agreement will be considered to be in default when 2 payments are delinquent. When a default has occurred, the entire balance is due in full. In such cases, the HA will deny eligibility to the family, will not issue a new voucher, approve a new lease, or execute a new HAP Contract until the balance has been paid in full. In addition, under program regulations, the HA will terminate the assistance of any program participant who is in default.

## Chapter 16

# Complaints and Appeals

### I. INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the LBHA. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the LBHA to ensure that all families have the benefit of all protections due to them under the law.

### II. COMPLAINTS TO THE LBHA

The LBHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The LBHA does require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

### III. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

If a family claims they are being, or have been discriminated against because of their protected class status, the Authority will provide them with a Fair Housing pamphlet and a discrimination complaint form HUD-903 or HUD-903A. If the family needs help filling the form out, Authority staff will assist them. Further, the Authority will give them the name, address and phone number of the FHEO office to which such complaints should be forwarded. At their initial briefing, each family is given a Fair Housing pamphlet and the above complaint form.

### IV. INFORMAL HEARINGS AND REVIEWS

When action(s) are taken by the Authority that require(s) the option of a hearing (or review), including 504 Grievances, notification will be made in writing. The notification will cite the action and the reason for the action, clearly state that there is a right to a hearing (or review) and state that there are 10 days from the date of the letter in which to request a hearing (or review). The request (for an informal hearing or review) must be in writing. If a request is not received within 10 days, the LBHA may deny the request for a hearing.

The results of the hearing (or review) will be communicated to the participant or applicant promptly (within 10 working days) and in writing. No final action will be taken until the results are mailed.

#### A. Informal Review for an Applicant (24 CFR 982.554)

Denial of assistance may include any or all of the following: denial of placement on the HA waiting list, denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures ( 24 CFR 982.552 (a) (2)).

- 1) Notice to applicant. The HA must give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice must contain a brief statement of the reasons for the HA decision. The notice must also state that the applicants may request an informal review of the decision and must describe how to obtain an informal review.

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- 2) Informal Review process. The HA must give an applicant the opportunity for an informal review of the HA decision in denying assistance to the applicant.
  - a) The review may be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person.
  - b) The applicant must be given an opportunity to present written or oral objections to the HA decision.
  - c) The HA must notify the applicant of the HA final decision after the informal review, including a brief statement of the reasons for the final decision. Generally this will be done within 10 working days of the date of the review.
- 3) When an informal review is not required. The HA is not required to provide the applicant an opportunity for an informal review for any of the following:
  - a) Discretionary administrative determinations by the HA
  - b) General policy issues or class grievances
  - c) Establishment of the PHA schedule of utility allowances for families in the program
  - d) An HA determination not to approve an extension or suspension of a Voucher Term
  - e) An HA determination not to approve a unit or tenancy
  - f) An HA determination that a unit selected by the applicant is not in compliance with HQS
  - g) An HA determination that a unit selected by the applicant is not in compliance with HQS because of the family size or composition
  - h) A determination by the HA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

### **B. Informal Hearing for a Participant (24 CFR 982.555)**

Termination of assistance for a participant may include any or all of the following: refusing to enter into a HAP contract or approving a lease, terminating housing assistance payments under an outstanding HAP contract, or refusing to process or provide assistance under portability procedures.(24 CFR 982.552 (a) (3).

- 1) When a Hearing is Required
  - a) An HA must give a participant family an opportunity for an informal hearing to consider whether the following HA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD Regulations and HA policies:

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- i. A determination of the family's annual or adjusted income, and use of such income to compute the housing assistance payment.
  - ii. A determination of the appropriate utility allowance (if any) for participant paid utilities from the HA utility allowance schedule.
  - iii. A determination of the family unit size under the HA subsidy standards.
  - iv. HA determination to deny the family's request for an exception to the subsidy standards.
  - v. A determination to terminate assistance for a participant family because of the family's action or failure to act (see 24 CFR 982.552)
  - vi. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HA policy and HUD rules.
- b) In the cases described in paragraphs (a)(1)(iv), (v) and (vi) of this section, the HA must give the opportunity for an informal hearing before the HA terminates housing assistance payments for the family under an outstanding HAP contract.

### 2) When a Hearing is NOT Required

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

- a) Discretionary administrative determinations by the HA
- b) General policy issues or class grievances
- c) Establishment of the HA schedule of utility allowances for families in the program
- d) HA determination not to approve an extension or suspension (tolling) of a Certificate or Voucher term
- e) HA determination not to approve a unit or lease
- f) HA determination that an assisted unit is not in compliance with HQS. However, the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in 24 CFR 982.551.
- g) HA determination that the unit is not in accordance with HQS because of the family size
- h) A determination by the HA to exercise or not exercise any right or remedy against the owner under a HAP contract.

### 3) Notice to the Family

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- a) In the cases described in paragraphs (a)(1)(i)(ii), and (iii) of this section, the HA must notify the family that the family may ask for an explanation of the basis of the HA termination, and if the family does not agree with the determination, the family may request an informal hearing on the decision
- b) In the cases described in paragraphs (a) (1) (iv), (v) and (vi) of this section, the HA must give the family prompt written notice that the family may request a hearing. The notice must:
  - i. Contain a brief statement of the reasons for the decision;
  - ii. State that if the family does not agree with the decision, the family may request an informal hearing on the decision; and
  - iii. State the deadline for the family to request an informal hearing in writing (within 10 days of the date of the notice).

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### 4) Expeditious hearing process

- a) Where a hearing for a participant family is required under this section, the HA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.
- b) The hearing will be rescheduled only for serious hardship such as hospitalization. (Incarceration is not grounds for rescheduling a hearing)

### 5) Hearing Procedures

#### **The hearing procedure will be as follows:**

- a) The hearings officer will call the hearing to order and state the issue to be decided.
- b) Each person present shall then state his or her name for the record, beginning with the hearings officer. The HA may record the hearing for further review.
- c) After each person has stated his or her name, testimony will be taken regarding the issue, beginning with the Housing Authority.
- d) After the Housing Authority has stated its case, the participant will state its case.
- e) The participant may question the Housing Authority's testimony and examine any evidence presented.
- f) The Housing Authority may question the participant's testimony and examine any evidence it presents.
- g) After all testimony has been heard, and all evidence presented, the hearing will be adjourned.
- h) Generally, within 10 working days, the LBHA hearings officer will send written notification of the hearing determination to the participant. The decision of the Hearings Officer must be in writing, must be based solely on evidence provided at the hearing, and must state the legal and evidentiary grounds for the decision.

### 6) Discovery

- a) By the family: The family must be given the opportunity to examine, before the HA hearing, any HA documents that are directly relevant to the hearing. The family must be allowed to copy any such document at the family's expense. If the HA does not make the document available for examination on request of the family, the HA may not rely on the document at the hearing.
- b) By the HA: The HA must be given the opportunity to examine, at the HA office before the hearing, any family documents that are directly relevant to the hearing. The HA must be allowed to copy any such document at the HA's expense. If the family does not make the document available for examination on request of the HA, the family may not rely on the document at the hearing.

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### 7) Documents

The term "documents" includes records and regulations.

#### a) Representation of the Family

At its own expense, the family may be represented by a lawyer or other representative, and the family lawyer or representative has the opportunity to examine the documents at the HA office as outlined in part (2), above.

#### b) Hearings Officer: Appointment and Authority

- i. The hearing may be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review, or a subordinate of this person.
- ii. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the HA hearings procedures.
- iii. The Hearings Officer may find that the right to a hearing is waived if a participant fails to appear at the time and date scheduled.

#### c) Evidence

The HA and family must be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

#### d) Issuance of Decision

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

### 8) Effect of Decision

#### **The HA is not bound by a hearing decision:**

- a) Concerning a matter for which the HA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the HA hearing procedures.
- b) Contrary to HUD regulations or requirements, or otherwise contrary to federal, state, or local law.
- c) If the HA determines that it is not bound by a hearing decision, the HA must promptly notify the family of the determination, and of the reasons for the determination.

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### C. Grievance Procedure 504

Any participant in the Linn-Benton Housing Authority's Section 8 and or Moderate Rehabilitation program who believes she/he has been discriminated against because of a disability may request a hearing with the Linn-Benton Housing Authority on the basis of disability, may file a complaint with a government agency, or both. A hearing request may involve an allegation against any person alleged to be engaged, or to have been engaged, about to engage, in a discriminatory housing practice as prohibited in Section 504 of the Rehabilitation Act of 1973, as amended by the Fair Housing Act.

Due process standards provide for prompt and equitable resolution of the hearings alleging any action prohibited under Section 504 or the Fair Housing Act. See Informal Hearing for a Participant, Section (e) Hearing Procedures

The Section 504 Coordinator who will assist persons in requesting a hearing is the Executive Director, or his/her designee. Our telephone number is (541) 926-4497.

Complaints of discrimination may be filed with the U. S. Department of Housing and Urban Development at the following address: Intake Unit, U. S. Department of Housing and Urban Development, Northwest/Alaska Area Office, Office of Fair Housing and Equal Opportunity, 909 First Avenue, Suite 205, Seattle, WA 98104-1000. The telephone number is (206) 220-5170 and the toll free number is 1-800-424-9590

The procedures do not apply to disputes between participants not involving the Housing Authority nor is it to be used as a forum for initiating or negotiating policy changes between a group or groups of participants and the Housing Authority's Board of Commissioners.

**Chapter 17**

**Family Self Sufficiency**

**I. FAMILY SELF SUFFICIENCY (FSS) PROGRAM**

The Authority policies for administration of the FSS Program are contained in the Authority's FSS Action Plan. If the Action Plan does not address an area, such as hearings for termination from the program, the policies of the Administrative Plan prevail.

## Chapter 18

# Definitions

### I. DEFINITIONS

See 24 CFR 5.100, and 982.4 for additional definitions.

**ALCOHOL ABUSE** - Alcohol consumption is such that it interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or there is a PATTERN OF ABUSE OF ALCOHOL that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. Or evidence that there has been A PATTERN OF ABUSE OF ALCOHOL that interferes the health and safety of the public at large (including property), including, but not limited to, repeated DUI's, or repeated arrests that involve such patterns of abuse.

**ADULT** - A person who is at least 18 years of age, or who has been convicted of a crime as an adult under any Federal, State, or tribal law.

**CONTINUOUSLY ASSISTED** - An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under the 1937 Housing Act Program when the family is admitted to the Section 8 Program (24 CFR 982.4)

**DRUG RELATED CRIMINAL ACTIVITY** - The illegal manufacture, sale, distribution, use of a drug, or the possession of a drug with the intent to manufacture, sell, ~~or~~ distribute, or use the drug.

**FAMILY** - 24 CFR 982.201 A single person or group of persons as determined by the PHA approved to reside in the unit with assistance under the program. A family includes but is not limited to:

- 1) A family may be a single person or a group of persons.
- 2) A family includes a family with a child or children.
- 3) A group of person consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The PHA determines if any other group of persons qualifies as a family.

**FAMILY MEMBERS** – LBHA defines a family member as a parent, child, grandparent, grandchild, sister, brother, spouse or significant other of the head of household.

Two disabled/elderly persons who qualify for the program independently, and live together for mutual support, will be considered a family, and will be allowed a two-bedroom subsidy (not including a live in aide, if needed).

**FRAUD** -1) a. deceit; trickery; cheating b. intentional deception to cause a person to give up property or some lawful right; 2) something said or done to deceive; trick; artifice. We consider failure to promptly report (in writing in 10 days) changes in income or household composition, deliberately providing incomplete, inaccurate, or deceptive information to the HA staff, or signing forms or certifications that are known to be inaccurate or incomplete to be fraudulent. Intent will be determined by the preponderance of evidence.

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**LIVE-IN AIDE** – Will reside full time (or a combination of care providers that equal full time) in the unit solely to care for a family member. Live-in aides would not otherwise live with the family member except to provide necessary supportive services. A family member may be added to the household to provide full time care, however, family members are considered household members, not live-in aides, for the purpose of calculating household income.

**VIOLENT CRIMINAL ACTIVITY** – Any illegal criminal activity that has as one of its elements: the use, attempted use, or threatened use of physical force substantial enough to cause, or reasonably likely to cause, serious bodily injury or property damage.

## Chapter 19

### Section 8 Family Obligations

24CFR 982.551

**Department of Housing and Urban Development regulations for the Housing Choice Voucher Program permits LBHA to terminate assistance to participants in these programs if any household members or guests do not abide by the following family obligations once the unit is approved and the HAP contract has been executed.**

#### 1) The Family MUST:

- a) Supply any information that LBHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in regularly scheduled re-examination or interim re-examination of family income, composition and criminal history. You must keep appointments as they are scheduled, complete paperwork, return forms, and sign documents by the deadline imposed by the Housing Authority staff. Provide current, reliable mailing address if different from assisted dwelling to help ensure receipt of HA correspondence. Two missed appointments to supply LBHA with this information is considered a breach of a family responsibility. Change in household income and criminal history must be reported in writing within 10 days of the change (such as, hire date of new job - not first paycheck).
- b) Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- c) Supply any information requested by LBHA to verify that the family is living in the unit or information related to family absence from the unit.
- d) Notify LBHA in writing within 10 days if any family member no longer lives in the unit.
- e) Notify LBHA in writing within 10 days when the family or a family member is away from the unit for an extended period of time (10 days or more) in accordance with LBHA policies.
- f) Notify LBHA and the owner in writing before moving out of the unit or terminating the lease.
- g) Allow LBHA to inspect the unit at reasonable times and after reasonable notice. Two missed appointments for inspection are considered a breach of this family responsibility.
- h) Use the assisted unit for residence by the family. The unit must be the family's only residence.
- i) Notify LBHA in writing within 10 days of the birth, adoption, or court-awarded custody of a child.
- j) Request LBHA written approval to add any other family member as an occupant of the unit (should receive landlord's permission first). Additional family members must not move in to the unit until approved by the Housing Authority.

## 9/20/05 LBHA Section 8 Administrative Plan

- k) Give LBHA a copy of all notices including any owner eviction notice within 10 days of receipt.
- l) Pay utility bills and supply appliances that the owner is not required to supply under the lease.
- m) You may have guests, but such guests may not occupy the premises for more than 30 consecutive days or more than 60 non-consecutive days in any 12-month period. You may not have any series of guests who exceed these limits without our approval. The assistance you receive is for your immediate family, not for your friends and relatives. A guest is considered to occupy the unit if they conduct normal daily functions in the assisted unit (such as: bathing, eating, sleeping, storing clothing or other personal belongings, etc.). Must get HA approval prior to allowing additional family member/s to move in.

### 2) **The Family** (Including Each Family Member) **Must NOT:**

- a) Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
- b) Commit any serious or repeated violations of the lease. (IE: non-payment or late payment of rent, poor housekeeping, disturbing the peaceful enjoyment of neighbors etc.)
- c) Commit fraud, or bribery or any other corrupt or criminal act in connection with the program.
- d) Participate in illegal drug or violent criminal activity.
- e) Sublease or let the unit or assign the lease or transfer the unit.
- f) Receive Housing Choice Programs tenant-based housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or Local housing assistance program.
- g) Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises .
- h) Engage in threatening, abusive or violent behavior toward any LBHA personnel.
- i) Be related to the landlord (owner). The landlord cannot be the parent, child, grandparent, grandchild, sister or brother of any member of the participating family, including minors. The only exemption that may be approved by LBHA is if a family member is a person with disabilities.
- j) Engage in illegal use of a controlled substance; or abuse of alcohol that threatens the health and safety or right to peaceful enjoyment of the premises by other residents.

**Any information the family supplies must be true and complete.**

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By its signature, the family agrees to fulfill the program responsibilities noted above, and understands that failure to do so, BY ANY FAMILY MEMBER, may result in permanent loss of housing assistance eligibility, and criminal prosecution.

**Signatures (EVERYONE 18 AND OLDER MUST SIGN):**

1. \_\_\_\_\_ Date: \_\_\_\_\_
2. \_\_\_\_\_ Date: \_\_\_\_\_
3. \_\_\_\_\_ Date: \_\_\_\_\_

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